The Solicitors' Journal.

LONDON, JUNE 24, 1882.

CURRENT TOPICS.

WITHIN THE LAST TWO YEARS an addition has been made to the form of writs of attachment, by a note indorsed on all writs issued against persons in contempt under the Debtors Act (section 4 (3)), to the effect that "this writ does not authorize an imprisonment for any longer period than one year." This addition was inserted for the express purpose of getting rid of motions to discharge such prisoners at the expiration of that term. It does not appear to be generally known among practitioners that such motions are no longer necessary.

SEVERAL IMPORTANT AMENDMENTS were, on the motion of the Lord Chancellor, inserted in the Married Womens' Property Bill before it left the House of Lords. One of the most useful (though, perhaps, hardly the most felicitous in expression) is the following clause, which now stands as clause 3 of the Bill:—"Any money or estate of the wife lent or entrusted by her to her husband for the purpose of any trade or business carried on by him, or otherwise, shall be treated as assets of her husband's estate in case of his bankruptcy, under reservation of the wife's claim to a dividend as a creditor for the amount or value of such money or estate after, but not before, all claims of the other creditors of the husband for valuable consideration in money or money's worth have been satisfied."

ONE OF THE OFFICE RULES settled by the practice masters provides that, "In chancery actions an amendment to a writ of summons pursuant to an order of court or judge, may be made either on an undertaking to get the order drawn up, or on a separate memorandum or certificate being left for filing, signed or initialed by the judge or registrar, showing the order to have been made." The Rules of Court require an order to be drawn up in each case of amendment of writ authorized by the court; but as the only object of drawing up such order, after the amendment has been actually made within the fourteen days limited by the rules, is for the purpose of collecting the stamp, the question has been raised, Why should any order be required to be drawn up in such cases, and why should not the stamp be required to be affixed to the written authority under which the writ is amended? We believe that the question is now under consideration.

A QUAINT PIECE of justices' justice has come to light before Sir JAMES HANNEN this week in connection with an order for a judicial separation and for payment of alimony, which had been made by two justices under 41 & 42 Vict. c. 19, s. 4. A man was convicted of an aggravated assault upon a woman who was reputed to be his wife, and, although he denied the marriage, and no certificate of marriage was produced, the magistrates proceeded to order a judicial separation and payment of a sum of fifteen shillings a week by way of alimony. After undergoing imprisonment for default in payment of the weekly allowance, the defendant appealed against the order, and a rule has been granted calling upon the complainant to show cause why it should not be set aside. When the Act under which the order was made was passed, some misgivings were entertained as to the expediency of empowering magistrates to grant decrees for judicial separation, but it was certainly never anticipated that any magistrate would go so far as to exercise the jurisdiction without requiring any evidence of the existence of the marriage relationship, where its existence was denied by the defendant.

THE COURT OF APPEAL had, on Monday, for the first time so far as we know, to construe section 14 of the Conveyancing Act, and to set the standard for deciding the terms on which relief against forfeiture is to be granted. The forfeiture in respect of which relief was applied for was for breach of a covenant to keep the demised premises insured at all times during the term. There had been no loss by fire to the lessor, but it would seem that he had paid some premiums for insurance of the premises. Under these circumstances the court granted relief on the terms of the lessee's effecting an insurance in accordance with the covenant in the lease; repaying to the lessor the premiums he had paid with interest at four per cent.; paying the rent in arrear with interest at the same rate, and also paying the costs of the action and of the appeal. This means that, where no loss has happened by fire, the court will relieve against forfeiture for breach of covenant to insure without awarding damages to the lessor. It does not seem of much advantage to discuss the question whether, under the circumstances of the case, the section of the Conveyancing Act was applicable. Section 14 expressly applies to leases made either before or after the commencement of the Act; and it cannot be doubted that it enables relief to be given against forfeiture for breaches of covenant committed before the commencement of the Act, where proceedings in respect of such breaches are commenced after the commencement of the Act. Whether it applies to proceedings for forfeiture commenced before, and pending at the time of, the commencement of the Act might perhaps have been considered somewhat doubtful. Under sub-section (2) the court, in granting or refusing relief, is to have "regard to *the proceedings and conduct of the parties under the foregoing provisions*" of the section—that is, as to their conduct in respect to the notice required to be given under sub-section (1). This important guide for the decision of the court is absent in the case of proceedings for forfeiture commenced before the Act came into operation, for it was not then incumbent on the lessor before enforcing his right of re-entry to serve on the lessee the notice specified in sub-section (1). Whether the section applies to such a case as that before the Court of Appeal, where proceedings for forfeiture were not only commenced before the Act came into operation, but were completed up to judgment entitling the lessor to possession of the demised premises, execution being only stayed to enable the lessee to appeal, is, perhaps, still more doubtful. The court unanimously held that it does apply to such a case, and we are not concerned to contend for the limitation of the operation of section 14.

A COUNTY COURT JUDGE having decided in *Griffiths* v. *Earl Dudley* that a workman cannot "contract" his personal representatives "out of" the benefit of the Employers' Liability Act, 1880, it is of some importance to gather the effect of the recent judgment of a divisional court (FIELD and CAVE, JJ.), by which the judgment of the county court was set aside. The plaintiff was the widow of a deceased workman, who had accepted service from the defendant on the condition that neither he nor his representatives would prefer any claim against the defendant under the statute, and it was sought on behalf of the widow to establish a claim against the defendant notwithstanding such a contract of service, upon no less than four grounds. First, it was said that there was no consideration for the contract; but this contention was given up in argument, for it was clear that the employment was consideration. Secondly, it was said that public policy was against such a contract; but no authorities were cited

for such a proposition, and in the absence of authority it was impossible to override freedom of contract. Thirdly, it was argued that although a workman might contract himself out of the Act in case of injury, his personal representatives had a vested right to the benefits of the Act, of which no contract by him could deprive them. Against this there was the unquestioned authority of *Read* v. *Great Eastern Railway Company* (L. R. 3 Q. B. 555), in which case it was held that an action can only be maintained under Lord Campbell's Act in a case where the deceased could have maintained an action if he had survived. Fourthly, the words of the 1st section were relied on as expressly restricting freedom of contract. The 1st section is to the effect that in cases within the Act, "the workman, or in case the injury results in death, the legal personal representatives of the workman, . . . shall have the same right of compensation and remedies against the employer as if the workman had not been a workman of nor in the service of his employer, nor engaged in the work." It was attempted to show that, as the workman or his representatives were to have the same rights "as if the workman had not been workman," the express contract avoiding the effect of the Act, which sprung from the fact of the deceased having been a workman, was avoided by the effect of the Act. But, as was pointed out by one of the learned judges, the injury also, without which the action could not have been brought, also sprung from the fact of the deceased having been a workman, so that the fourth ground failed also. No leave to appeal was asked for, so that no more will be heard of the case, the strongest, or perhaps the only arguable, point in which—that a workman cannot deprive his personal representatives of the benefit of the Act—will not, of course, be available in any action for injury which may be brought by the workman himself. The decision seems to be unquestionable; and if an additional argument were wanted in support of the defendant's case, it may be found in the fact that where, in the very same session that the Act was passed, the Legislature intended to restrict the freedom of contract, the Legislature expressed its meaning in very express terms. "Every agreement . . . which purports to divest the right of the occupier as . . . reserved to him by this Act," it is said in the 3rd section of the Ground Game Act, 1880 (43 & 44 Vict. c. 47), "shall be void." The absence of any similar expression in the Employers' Liability Act is a strong indication that no such restriction was intended in that Act.

A CORRESPONDENT sends us some suggestions as to the alteration of the law of disclaimer of leases which deserve attention. He says:—"One of the principal questions involved in the subject of disclaimer is the position of an under-lessee upon such disclaimer by the original lessee, or his assignee. If the under-lease is more onerous to the tenant than the original lease, there would seem to be no hardship in making the under-lessee tenant to the original lessor on the terms of the under-lease; but if the terms of the under-lease should be less onerous to the tenant than those of the lease, as they may be where a premium on granting the under-lease has been taken—and, I believe in some cases are—then a difficulty arises. It would be hard on the original lessor that he should be bound by the terms of the under-lease. On the other hand, it is somewhat hard on the under-lessee, who has perhaps paid a premium having relation to the terms of his lease, to be subjected to the more onerous terms of the lease. It is impossible to prevent some hardship to one party or the other, but this hardship would be much diminished for the future if the law made intelligible provisions on the subject. It seems to me clear that it is unjust to make the original lessor subject to a contract which he never made for himself where such contract is more disadvantageous to him than the contract which he actually made. On the other hand, the party who takes an under-lease knows that he takes an interest in an estate subject to, and dependent upon, the terms upon which such estate was originally granted. Where no question of disclaimer arises, the under-lessee's interest is subject to the payment of the rent and performance of the conditions of the original lease, and he can only safeguard himself by taking covenants of indemnity from the under-lessor. Why, because the original lessee becomes bankrupt, and is personally relieved from the conditions of the original lease, should the under-lessee be placed in a better condition? It seems to me that any fresh law of bankruptcy ought to provide definitely for this matter, and that it should not be left for the courts by some strained and doubtful construction to elicit some reasonable arrangement from words which do not really provide for the case at all. It does not seem to me that a decision that the under-lessee is substituted for the lessee meets the exigencies of the case. I do not see why, if the under-lease was more onerous to the tenant than the lease, the under-lessee should be put in a better position than he contracted for, merely because the lessee has become bankrupt. It is difficult to say what ought to be the arrangement, but perhaps a provision of this kind would be as good a one as could be devised:—The under-lessee should have an option to throw up his under-lease altogether. If the under-lessee refuses to surrender the premises, then it should be at the option of the lessor, whether he will grant the under-lessee a lease for the remainder of the term on the same terms as the original lease, or whether he will grant him a lease on the terms of the under-lease. Of course, if the terms of the under-lease are more onerous to the tenant than those of the lease there will be some hardship to the under-lessee, but then the person who takes an underlease may justly be considered as having necessarily taken it subject to such risks as these. On the other hand, there seems to be no substantial hardship to the lessor. If the under-lessee will not accept either alternative, the lessor is only in the same position as if the lessee had become bankrupt without having created an under-lease. But if the under-lessee insists on retaining the premises, it seems fair that the lessor should have the option I suggest. If he prefer the terms of the lease, then he is only insisting on the terms of his original contract subject to which the under-lessee took the premises, his estate being a dependent and subordinate estate. On the other hand, if the lessor prefers the terms of the under-lease, then he only insists on the terms upon which the under-lessee originally took his estate."

IT WILL BE REMEMBERED that in 1879 a Select Committee of the House of Commons recommended that the law of removal of the poor should be wholly abolished, and that for the purpose of poor relief, settlement should be disregarded. The Bill "to amend the law of settlement and removal," which Mr. DODSON has recently introduced by way of partly carrying out this recommendation, may perhaps be expected to pass, but it is rather to be regretted that the Local Government Board has not seen its way to a more sweeping measure. The Bill shortens to three months the period after which a person is to acquire a *status* of irremovability, fixed at five years by the first Act which conferred that *status* (9 & 10 Vict. c. 66), reduced to three years by the first amending Act (24 & 25 Vict. c. 55), and reduced to one year by the second amending Act (28 & 29 Vict. c. 79). It further reduces to one year the term of three years' residence required by section 34 of 39 & 40 Vict. c. 61, to gain a "settlement." If it is worth while to go so far, it would seem to be worth while to follow the recommendations of the committee to their full length. The objection, of course, to abolishing the law of removal is that a particular union might have to bear an excessive burden. But this might be remedied by a provision that where burdened with the support of paupers who had not been resident for a specified length of time, the Imperial Exchequer should be called upon to reimburse the unions in questions.

The condition of Vice-Chancellor Hall shows little change.

Chief Baron Palles was taken suddenly ill on Wednesday during the hearing of a case in Dublin.

On Thursday afternoon the Court of Common Council proceeded to the election of a remembrancer. There were twenty-two candidates, and by shows of hands they were at length reduced to three—namely, Mr. Craigie, Mr. Goldney, and Mr. Tucker. On a poll, Mr. Goldney received 149 votes, Mr. Craigie 81, and Mr. Tucker 76. Mr. Tucker was, therefore, left out of the contest. On a further poll, Mr. Goldney received 141 votes and Mr. Craigie 23. The election thus fell upon Mr. Gabriel Prior Goldney, who is the eldest son of Sir G. P. Goldney.

RIGHT OF FISHING IN NAVIGABLE RIVER.

The case of *Reece* v. *Miller* (L. R. 8 Q. B. D. 626), recently decided in the Queen's Bench Division, raised a point of some interest with regard to the existence of a public right of fishing in a navigable river. It is undisputed law that the general public have a right to fish in a tidal navigable river, but there has been a wide-spread belief that the public right of fishing is still wider, and that it extends to all navigable rivers whether tidal or not. We do not think that this belief has ever received much sanction from competent lawyers, but its correctness is, nevertheless, frequently asserted by correspondents of newspapers. It has over and over again been alleged that the point has not been definitively settled by any legal decision. Even if this were true, it appears to us that the point is really hardly capable of argument, but, however that may be, it is clear that the case of *Reece* v. *Miller* conclusively settles the point. The actual point that was argued in the case was whether the River Wye was tidal at the spot in question, but none the less the basis of the decision was that, in order that there might be a public right of fishing, the river must be tidal, because the court, being of opinion that it was not tidal, affirmed the conviction for unlawful fishing.

The notion that there is a public right of fishing in a non-tidal navigable river no doubt arises from the fact that in many cases of such rivers the public have *de facto* been permitted, without much interference, to enjoy such right of fishing, because it was not worth the while of the riparian proprietors to interfere, but to any one considering the question from a legal point of view it must be obvious that no legal basis for such a right can exist. The notion of such a right is analogous to that of a right on the part of the general public to the enjoyment of commons as recreation grounds which has often been asserted in newspapers. In the first place, it is obvious that the *status* of navigability cannot, in itself, carry with it the right to take fish. The two things have no necessary connection with one another. The right to navigate is only analogous to the right to pass over a highway on land. A passenger could not justify using the highway for the purpose of shooting birds or rabbits thereon. Again, this is not the question of a local custom or right to a *profit à prendre*. The right is claimed for the general public, not as belonging to the inhabitants of a particular district or the occupiers of particular hereditaments. We do not, of course, mean to say that any better basis could be made for such a limited right, but it is sufficient to say that no such contention arises.

The only possible legal way of putting the claim that occurs to us is, that it might be contended that the exercise of the right claimed was the universal general custom of the realm in point of fact, which, being proved to be and to have been from time immemorial universally exercised, would really form part of the common law. The fact that it was so if it existed might perhaps be proved by the statements of writers on legal subjects or other writers as matter of history coupled with modern experience, but it is obvious that if such a fact existed it would have abundant recognition in legal history. It cannot be pretended for a moment that there is anything like sufficient evidence of such recognition forthcoming. The people who put forward the idea are generally in fact votaries of the sport of fishing with rod and line, but if the right exists there seems to be no reason for confining it to that sort of fishing. It seems, however, highly unlikely that in days when fresh-water fisheries for coarse fish were of more value and importance owing to the existence of fast days, and the absence of rapid communication with the sea, the right to take these fish with nets in inland waters should have remained unappropriated, and manorial title deeds, charters, and other ancient documents give abundant evidence that such was, at any rate in many instances, not the case.

A possible legal basis of the right to fish in tidal navigable rivers seems to be that mentioned by Grove, J., in *Reece* v. *Miller*, where he says, in reference to a passage in Hale, *de jure maris*, "There seems strong ground, from the whole of the passage, for thinking that the public right of fishing was considered by the author as co-extensive with the right of the Crown over the river for public purposes." If this be a correct account of the matter, it is obviously fatal to the existence of the wider right, as we shall presently show. We do not suppose that such a doctrine can be considered as having been distinctly formulated and established to be the law in the most ancient times. In early days the notion of the Crown being trustee for, and representative of, the public was not very definitely acknowledged, and there can be no doubt that in the case of a fishery in a tidal river of any value in those days the Crown would have claimed the right as its own to enjoy or grant away to private proprietors as it thought fit, though as time went on the practice of the more tyrannical early kings in these respects was gradually discouraged, and ultimately rendered obsolete as in the case of grants of warrens and other matters. Indeed, we hardly think that in actual fact the right of the public can be said to have arisen out of the right of the Crown in any very direct way. It is to be observed that Grove, J., only says that Hale probably considered the rights co-extensive. It seems to us probable that it would be more correct to say that the right of the Crown over the bed, and that of the public to fish, arose naturally out of the same natural qualities of tidal navigable rivers. The tidal estuary of a river at high tide is, in fact, part of the sea. It is difficult, at any rate, to say where the sea can be considered as ending, and the land or river—for the law of real property considered a river or lake as only land covered with water—as beginning. It is obvious that the same considerations, by virtue of which the law assigns the proprietorship of the bed of inland waters to private individuals, do not apply to the bed of an estuary. At the same time the soil of the estuary is part of the realm, and it follows that the Crown, as representing the body politic, has the right of dealing with it. It seems to us probable that the right of the public to fish in the tidal water, as a matter of fact, really arose in the same way as their right to fish in the sea, if such a right can be said to arise. It is water which, though it may form part of the realm, is really *publici juris*. Of course, in the earlier stages of civilization, these rights are not very distinctly defined, and when questions subsequently arise, and exact limits must be assigned, the law must define those limits by considerations of expediency and reason. It being difficult to say exactly where the river ended and the sea began, the salt and fresh water not respectively ending at any particular point, some limit must be assigned. The flow of the tide would afford, both in practice and in theory, a limit. In some such way as this we conceive the right of the public to fish in the tidal part of a river became established.

It is not, as we conceive, just to suppose that the right of the public in fact arose out of that of the Crown in the sense that at any particular period the Crown granted or acknowledged this right, for we are not aware that there is any evidence of that. It seems to us rational to suppose that the two rights naturally arose, or were developed, out of the natural conditions of the thing over which they were exercised. An old-fashioned lawyer, the doctrine having been established that the soil of tidal waters is vested in the Crown, on the principle that the accessory goes with the principal, is naturally led to the proposition that the right of the people is derived from that of the Crown. It may be that, looking upon the expression, the "Crown," as in that relation meaning the representative of the State or body politic, the proposition is a correct way of legally expressing the doctrine, but it is not true in any other sense. You might say that the atmosphere of this country belongs to the Crown as a trustee for the body politic, and, therefore, the people's right to the air is the Crown's right to it. This may be true in one sense, but, unless "Crown" and "people" really mean the same thing in the proposition, it is a fiction.

It is obvious that, however the question is regarded, whether the right must be treated as that of the Crown or as co-extensive with that of the Crown over the bed of the river, either way any right of the public to fish in non-tidal navigable rivers is excluded. It has never been contended that the bed of non-tidal rivers belongs to the Crown any more than the soil of wastes or commons. The rational explanation of the undoubted and long-established right of the public to fish in tidal rivers is that the soil is not vested in any private individual, but this explanation is fatal to the larger right claimed. This was most clearly decided in Ireland in the case of *Murphy* v. *Ryan* (Ir. Rep. 2 C. L. 143), and the decision in that case has been cited with approval in English cases before *Reece* v.

Miller. The point directly discussed in *Reece* v. *Miller* was how far up a river can be considered tidal. It appeared that on exceptional occasions when the tides were very high the river at the spot in question was affected by the influence of the tide, but the court were of opinion that this was not sufficient to constitute the river tidal for the purposes of the legal doctrine by which the public have a right to fish in a tidal navigable river. This decision seems to be good sense.

THE INDEMNITIES OF A MESNE LANDLORD.

I.

THE recent case of *Hornby* v. *Cardwell* (30 W. R. 263), in which two judges of the Court of Appeal (Brett and Cotton, L.JJ.) held that the contract of a sub-tenant to perform the covenants of a head lease was a contract of indemnity, so that the mesne landlord could recover from the sub-tenant the costs of an action by the head landlord reasonably defended, is a case of considerable practical importance. It is important, not only as a decision of substantive law, but also as a decision on the point of practice (merely grazed in *Williams* v. *South-Eastern Railway Company*, 26 W. R. 352) that a third party may be ordered to pay costs as between plaintiff and defendant. We will confine our remarks in the present article to the first branch of the case; but it is well to bear in mind that it has two branches; that the decision is supportable on two grounds, and that Jessel, M.R., rested his judgment on the second ground, and left the first untouched.

The facts were, shortly, these:—The plaintiff let to the defendant a house by deed, containing covenants by the tenant, in the ordinary form, to repair and paint and to yield up in repair. The defendant, by writing without seal, sub-let the same house for the remainder of his own term, the agreement between the defendant and his sub-tenant containing a general clause that "the letting should be subject, in all respects, to the terms of the existing lease, and the covenants and stipulations contained therein," and also a specific clause that the sub-tenant would, at the end of the term, leave the house in good repair. The tenancy and sub-tenancy determining at the same time, a survey of dilapidations was made at the instance of the plaintiff. As the result of this survey, the plaintiff claimed some £50 from the defendant for dilapidations. The defendant claimed this amount over from his sub-tenant, but the sub-tenant declined to have anything to do with the matter, or to indemnify the defendant, maintaining that he was bound by the contract of sub-tenancy only. The plaintiff having brought his action, the defendant brought in the sub-tenant as third party. The issues as between the plaintiff and the defendant, and as between the defendant and the third party, were separately tried before the same official referee, who found the same amount to be due in each case. A divisional court confirmed the reports of the official referee, and ordered the third party to pay the costs of both trials. The third party appealing, two points were raised—(1) whether the order was one as to costs within the discretion of the court, and therefore not appealable; and (2) whether the costs were properly recoverable as upon a contract of indemnity. All the members of the court (Jessel, M.R., and Brett and Cotton, L.JJ.) concurred in holding that the costs were within the discretion of the court, and therefore not appealable. To hold this much was sufficient for a decision; but Brett and Cotton, L.JJ., decided also the further point, and held that the costs were recoverable upon a contract of indemnity. We have not, therefore, a technically binding decision of the Court of Appeal on the point of which we treat; but we have a "*semble*" of sufficient strength and clearness, which must be treated as law, unless and until it should be doubted in another Court of Appeal.

The cases in point are very few. In addition to *Penley* v. *Watts* (7 M. & W. 661), *Walker* v. *Hatton* (10 M. & W. 249), and *Logan* v. *Hall* (14 C. B. 598), there is *Neale* v. *Wyllie* (3 B. & C. 535). In this case it was expressly held that the damages and costs recovered in an action by a head landlord against a tenant on "a covenant to repair" might be recovered as special damages in an action by the tenant against an under-tenant on "a covenant to repair." The reason of the decision was that "if the tenant could not recover these damages and costs, he would be without redress for an injury sustained through the neglect of the defendant, and not in consequence of his own default; for during the term he could not enter and repair the premises without rendering himself liable to be treated as a trespasser." This decision seems to have proceeded rather on the ground of natural justice than on any legal doctrines of implication from the language of covenants, and it is to be remarked that not a single case was cited in the argument. In the two cases of *Penley* v. *Watts* and *Walker* v. *Hatton* the Court of Exchequer pointed out that the covenants to repair in the lease and the sub-lease were not the same, and this seems to be the *ratio decidendi* from the judgments. But Parke, B., in *Penley* v. *Watts*, in the course of the argument laid down the law as follows:—"The lessee and his assignee are liable to the same extent, and the assignee is a surety for the lessee; but that is not the case in a sub-lease: *the only contract in the sub-lease is to perform the covenant in the sub-lease;* and the only question here is whether these costs were the necessary consequences of the breach of such covenant. *There is clearly no contract of indemnity.*" Coming lastly to *Logan* v. *Hall* we find the facts to be widely different, but the law to be the same. One Middleton in 1829 demised a house for twenty-one years to the plaintiff upon a lease containing a covenant to repair and insure. The plaintiff in 1835 demised the house for the rest of the term less one day to the defendant by a sub-lease containing covenants to repair and insure, which were copied from the head lease. The house being out of repair and uninsured, Middleton re-entered. The plaintiff sought to recover from the defendant the value of the reversionary interest which he had lost, and which the jury had put at £840, but the court held that he could not do so. Coltman, J., observed:

"This is an attempt by the plaintiff to turn this covenant into what it is not—viz., a covenant of indemnity. . . . The plaintiff . . . . seeks to recover from the defendant damages which are the result of his own breaches of covenant. It appears to me, upon the authority of *Penley* v. *Watts*, and *Walker* v. *Hatton*, that he cannot do this in the absence of a covenant of indemnity. It was once supposed by the Court of King's Bench, in *Neale* v. *Wyllie*, that the first lessee not having a right to enter for the purpose of repairing, the sub-lessee was liable for all the damages resulting from the breach of the first lessee's covenant to repair. But that was overruled by the cases above referred to; and I think, with reason, because it was competent to the first lessee to stipulate for a right to enter, or to exact a covenant of indemnity."

Now it is plain, from a consideration of these four cases, that in none of them was there a contract by the sub-tenant in terms to perform all the covenants of the head lease. There was only a contract to perform a set of particular covenants, which happened to be identical with the covenants of the head lease. There is, therefore, a distinction in fact between these cases and the recent case. We propose to consider hereafter the practical results of the decision of the two judges that there is also a distinction in law.

CORRESPONDENCE.

REPAIR OF MILESTONES AND GUIDE-POSTS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—It is intimated to me that the reply of the Local Government Board to the appeal of the Leicestershire magistrates should be also published, in justice to that body, and I send a copy of the reply. How far it will be satisfactory to the wayfaring man—who (though *not* a fool) may easily err for want of a guide-post—will be better understood in the winter. If a catastrophe happens in High Leicestershire—where there are miles and miles of cross-roads, without a habitation near—I hope that the coroner's inquest, in apportioning the blame, will at least say it does not rest upon the highway board, or on the county justices.

W. NAPIER REEVE, Clerk of the Peace.

Clerk of the Peace's Office, Leicester, June 20.

[The following is the reply referred to:—

[COPY.]

Local Government Board, Whitehall, S.W.
31st December, 1881.

Sir,—I am directed by the Local Government Board to acknowledge the receipt of your letters of the 19th and 24th instant, and to state that

they have considered the representations contained in the appeal from the justices of the county of Leicester to which you refer. The Board had, prior to its receipt, communicated with the auditor on the subject to which it relates, and they direct me to forward herewith, for the information of the justices, an extract from the auditor's reply.

With regard to the view expressed in the justices' appeal, that the effect of the Highways and Locomotives Amendment Act, 1878, is to place the ultimate responsibility for the due maintenance of highways and main roads on the county authority, the Board must point out that section 13 of that Act merely requires the county authority to repay half the cost of the maintenance of the main roads, *if* they are maintained to the satisfaction of the county surveyor, or of such other person as the county authority may appoint; but it does not impose any responsibility on the authority with respect to the proper maintenance of the roads. It is true that section 10 empowers the county authority to *enforce* the duty of highway authorities in regard to repairs, but this only applies where specific complaint is made of the default.

The Board admit that some general regulations might usefully be laid down for the guidance of highway authorities in determining what should be done to obtain a certificate that the main roads had been properly maintained. Any such regulations, however, could not require anything to be done which the highway authorities could not legally do apart from them, and it appears that the auditor contends that the highway authorities are not empowered to defray the cost of painting milestones marking the distances on disturnpiked roads, which was one of the things prescribed by the rules issued by the county authority in 1879. The Board will not, at this moment, express any opinion as to whether the auditor is right or wrong in this contention. The question has now come before them on an appeal from one of the disallowances made by Mr. Chamberlin, and it will be incumbent upon them to decide the point in dealing with this appeal, but they may state that, assuming Mr. Chamberlin's view to be correct, it was clearly his duty to disallow the expenditure.

With regard to the removal of obstructions caused by *snow*, there can be no doubt that highway authorities are empowered to incur a reasonable expense for this purpose, and Mr. Chamberlin states that he has not disallowed any such expenditure. It would seem, too, that he did not strike out the item in the claims on the county authority in respect of main roads; but that he appended a note to them, drawing the attention of the county authority to the question whether the removal of obstruction caused by snow could be deemed to be repairs within the meaning of section 13 of the Act of 1878.

Section 18 of the Act makes it the duty of the district auditor to audit the claims, and if he thought that any items inserted in them were not properly included, he would have been justified in striking them out. At the same time, the county authority are not bound by the auditor's decision in this matter, and if they consider that half the cost of removing snow from main roads ought to be repaid by them, they would not be precluded from making the repayment, even although the auditor had disallowed the items in the claim. The Board believe, however, that in some other cases county authorities have declined to recognize the cost of removing snow as part of the expense of repairing the main roads for the purpose of obtaining repayment.—I am, Sir, your obedient servant, HUGH OWEN, Assistant Secretary.

W. N. Reeve, Esq., Clerk of the Peace for the County of Leicester.]

CASES OF THE WEEK.

LESSOR AND LESSEE—RELIEF AGAINST FORFEITURE—BREACH OF COVENANT TO INSURE—CONVEYANCING AND LAW OF PROPERTY ACT, 1881, s. 14—RETROSPECTIVE EFFECT—ACTION PENDING AT DATE OF PASSING OF ACT—POWER OF COURT OF APPEAL—ORD. 58, RR. 2, 5.—In a case of *Quilter* v. *Mapleson*, before the Court of Appeal on the 19th inst., an important question arose as to the retrospective effect of section 14 of the Conveyancing and Law of Property Act, 1881, which provides (*inter alia*) that, "(1) A right of re-entry or forfeiture under any proviso or stipulation of the lease, for a breach of any covenant or condition in the lease, shall not be enforceable, by action or otherwise, unless and until the lessor serves on the lessee a notice specifying the particular breach complained of, and, if the breach is capable of remedy, requiring the lessee to remedy the breach, and, in any case, requiring the lessee to make compensation in money for the breach, and the lessee fails, within a reasonable time thereafter, to remedy the breach, if it is capable of remedy, and to make reasonable compensation in money, to the satisfaction of the lessor, for the breach. (2) Where a lessor is proceeding, by action or otherwise, to enforce such a right of re-entry or forfeiture, the lessee may, in the lessor's action, if any, or in any action brought by himself, apply to the court for relief; and the court may grant or refuse relief, as the court, having regard to the proceedings and conduct of the parties under the foregoing provisions of this section, and to all the other circumstances, thinks fit; and in case of relief may grant it on such terms, if any, as to costs, expenses, damages, compensation, penalty, or otherwise, including the granting of an injunction to restrain any like breach in the future, as the court, in the circumstances of each case, thinks fit." (7) repeals (*inter alia*) sections 4—9 of Lord St. Leonards' Act (22 & 23 Vict. c. 35.) "(8) This section shall not affect the law relating to re-entry or forfeiture, or relief in case of non-payment of rent. (9) This section applies to leases made either before or after the commencement of this Act, and shall have effect, notwithstanding any stipulation to the contrary." The Act was passed on the 22nd of August, 1881. The action was brought by a lessor against his lessee to enforce a forfeiture of the lease, on the ground of breach of a condition to keep the premises insured from loss by fire for the sum of £14,000. The defendant, under the Act 22 & 23 Vict. c. 35, set up the defence that there were two policies of insurance, each for £7,500, and that he had arranged with the insurance companies that the policies should not lapse by reason of the non-payment of the premiums due on the 25th of March, 1880, and that on the 14th of May, while the arrangement was, as he believed, in full force, he effected new insurances upon the property for the full amount, and up to and inclusive of the 24th of June, 1880, and duly paid the premiums on these new insurances; but that before the 14th of May he could not (having been abroad up to the end of April) procure sufficient funds to pay the premiums on the old policies or to effect new insurances. He did not deny the non-payment of the March premiums nor that there had been an interval of time between the lapsing of the old policies, if they did lapse, and the 14th of May (when the new policies were effected), during which the premises would, assuming the old policies to have lapsed, have been left uninsured; and it was not denied that this would have been a breach of the condition "to keep the premises insured at all times," but for the alleged arrangement with the companies that the policies should not lapse by reason of the non-payment of the March premiums. The action was tried before Lord Coleridge, C.J., and he on the 4th of July, 1881, gave judgment upon further consideration in favour of the plaintiff. His lordship, however, stayed execution in order to allow the defendant to appeal. The question was raised whether section 14 applied to a forfeiture in respect of which an action had been brought and judgment given before the passing of the Act. And the further question was raised whether the Court of Appeal could give any other judgment than that which the court below ought to have given at the time when it did give judgment. The Court of Appeal (JESSEL, M.R., and LINDLEY and BOWEN, L.JJ.) held that section 14 applied to the case, and also that the Court of Appeal had power to give the judgment which the court below ought to have given if the action had been tried at the date of the hearing of the appeal. JESSEL, M.R., said that the question whether the Act was retrospective must be determined from the Act itself. The rule of construction was well settled that the court would not interpret an Act so as to alter existing rights unless it found that the Legislature intended that to be done. But when it was plain that there was such an intention, the Act must be applied accordingly. The Act was passed to give lessees a right to relief from forfeiture which they did not possess before. Sub-section 9 of section 14 clearly enacted that the section should apply to leases made either before or after the commencement of the Act; and, therefore, sub-section 1 deprived landlords of a right which they had before the passing of the Act. It was plain beyond question that the section was intended to be retrospective as to the main point with regard to forfeiture. The question was whether it applied to a pending action. But, first, did it apply to a breach before the passing of the Act? Was there any reason against its so applying? It would be extraordinary if breaches in future were to be relieved against, but breaches already committed should be left. By sub-section 7 of section 14 the enactment relating to relief from forfeiture for non-insurance contained in section 4 of the Act, 22 & 23 Vict. c. 35, was repealed, and section 71 only retained the rights of a lessee to the benefit of that Act so far as regarded a pending action. If the court were to say that the Conveyancing Act did not apply to breaches committed before it—the Act being intended for the benefit of lessees—those lessees who had committed breaches against which there could have been relief before the Act would now be left without relief. Then, did the Act apply to an action brought before it was passed? Why should the bringing of an action make any difference, the object being to give relief against forfeiture? Sub-section 2 of section 14 only applied before re-entry. The case was different from that of relief against forfeiture for non-payment of rent, which was excepted by sub-section 8, because it was fully provided for by the Common Law Procedure Act, which limited the tenant by giving him six months after execution. No such limit had been fixed in the case provided for by the Conveyancing Act, because, by sub-section 2, the tenant must come for relief before actual re-entry. That was itself the limit. In his lordship's opinion, unless something was found in the wording of the Act to prevent its application, it must apply. It had been urged that it could not apply because the previous sub-section could not; but the words "so far as applicable" must be understood in sub-section 2 so that it should only refer back to sub-section 1, so far as applicable. The words "where a lessor is proceeding" might be read as referring to a state of things, and not to a period of time; they might mean when a lessor shall proceed, or they might refer to actions pending at the passing or commencement of the Act. But too much stress must not be put upon them, and sub-section 2 must be taken to apply to pending as well as future actions. As to the question whether the Court of Appeal could apply the Act, which had been passed after the pronouncing of the judgment appealed against, it must be borne in mind that every appeal was now a re-hearing, as appeals in chancery always were. It had often happened in chancery that an appeal was successful, though the judgment appealed from was quite right. The case might have been one upon the construction of a will, and the plaintiff's title might not have been good before the Vice-Chancellor, but afterwards a death or some other event might have happened which made the plaintiff's title plain, and the Lord Chancellor on appeal would have given relief at once, though the Vice-Chancellor's decision had been perfectly correct. But ord. 58, r. 5, made the case still clearer. It provided that, "the Court of Appeal shall have all the powers and duties as to amendment and otherwise of the court of first instance, . . . and shall

have power to give any judgment and make any order which ought to have been made, and to make such further or other order as the case may require." It was intended that the Court of Appeal should exercise this jurisdiction so as to make that order which ought to be made at the time when the case was before it. LINDLEY, L.J., said that the words of section 14 were sufficient to include the present case. It was clearly retrospective as regarded the rights of the parties; it was not going too far to hold that it was retrospective also as to procedure. It was not an unimportant circumstance that Lord St. Leonards' Act was repealed. His lordship was of opinion that section 14 applied to any case in which the lessor had not recovered actual possession of the property before the Act passed. And he could not see any difficulty in the construction of the rules relating to the Court of Appeal. BOWEN, L.J., concurred. And the court gave relief from the forfeiture on the terms of the defendant's effecting an insurance in accordance with the covenant and paying to the plaintiff the amount which he had paid for premiums, with interest at four per cent. The defendant must also pay the rent with interest at the same rate, and he must pay the costs of the action and of the appeal.—SOLICITORS, *J. & R. Gole; Last & Son.*

SOLICITOR—COSTS—TAXATION—ORDER OF COURSE—OMISSION TO STATE PRIOR ORDERS FOR TAXATION AND SUMMONS FOR DELIVERY OF PAPERS—NON-STATEMENT OF PETITIONER'S ADDRESS.—In a case of *In re Covert*, before the Court of Appeal on the 21st inst., an application was made to discharge an order of course for the delivery and taxation of a solicitor's bills of costs, and an order committing the solicitor for disobedience, on the ground that the petition for the order did not state that two orders for taxation and payment of costs in an action in which the solicitor had been employed for the petitioner, or that a summons was pending in that action for the delivery up to the petition of documents relating to that action, which were in the solicitor's possession, without prejudice to the solicitor's lien. It was urged that the non-statement of these facts in the petition amounted to a concealment of material facts, and made the *ex parte* order of course irregular. The court (JESSEL, M.R., and LINDLEY, L.J.) overruled the objections. JESSEL, M.R., said that, even if an order was irregular, the court was not bound to discharge it. It might amend the order. This was shown by *In re Ingle* (21 Beav. 275), and this was in accordance with the view taken by the framers of order 59 of the Rules under the Judicature Act. The rules did not apply to these orders of course, but the principle did apply. But his lordship thought that the order was not irregular. The objection as to the non-statement of the orders in the action for the taxation of costs was answered by the decision of Lord Romilly in *In re Fluker* (20 Beav. 143). The client was entitled to an order compelling the solicitor to deliver his bill of costs, and to deliver up his papers on payment, and this could not be done under an order to tax the costs in an action. Under such an order the solicitor could not be compelled to carry in his bill for taxation. Therefore, the orders in the action, if stated, would have been no objection to the making of the order of course. As for the pending summons, it was for delivery up of the papers in the suit, subject to the solicitor's lien; the order of course was for the delivery up of all papers on taxation and payment. There was nothing in that objection. LINDLEY, L.J., said that the first point was decided in *In re Fluker*, and, as to the pending summons, no doubt, as was held in *In re Gedye* (15 Beav. 254), if an *ex parte* order for taxation was obtained by a suppression of material facts it ought to be discharged. But here the object of the summons was to obtain the papers without paying for them; the object of the petition of course was to obtain them on payment. If an order had been made on the summons it might have been proper to state it, but how the pendency of the summons could be material his lordship was at a loss to conceive.

Another objection taken was that the address of the petitioner was not stated in the petition of course, and it was said that this would make it impossible for the solicitor to obey the order for delivery of his bill or the papers to the petitioner. The petitioner was the owner of a large landed estate, and he was described as of that place, though he did not, in fact, reside there. The court overruled this objection too. JESSEL, M.R., said that the description might not be strictly accurate according to the practice, but there was no irregularity. A decree or an order on a petition would not have been irregular because the address of the plaintiff had not been properly stated in the bill or petition. The defendant or respondent would only have been entitled to security for costs. This applied equally to an order on a petition of course. The omission did not vitiate the order or prevent the solicitor from obeying it. The practice was to deliver the bill to the solicitor who had obtained the order of course, and, if it was so delivered, no application to commit the solicitor for disobedience to the order could be made. Indeed, if the solicitor did not know the petitioner's address, he could not deliver the bill to him personally. LINDLEY, L.J., said there was no suggestion of any trick, of any attempt to mislead, or any want of good faith. It was said that the solicitor would be embarrassed, because he would not be able to find the petitioner. But the order did not require the delivery to be made at an address given in the petition. If there was any irregularity it could not affect the validity of the order.—SOLICITORS, *J. R. Covert; Bell, Brodrick, & Co.*

FATHER AND SON—PAYMENT OF MONEY TO SON—GIFT OR LOAN—PRESUMPTION.—In a case of *Ex parte Cooper*, before the Court of Appeal on the 15th inst., the question arose whether money, which had been paid by a father to, or on account of, his son, had been paid by way of gift or loan. Both the father and the son had filed liquidation petitions, and the trustee of the father claimed to prove in the liquidation of the son for moneys which the father had paid on the son's account, on the ground that they were loans by the father to the son. Both the father and the son gave evidence on the question, the former distinctly swearing that the moneys were paid by way of loan, while the son, though not quite so positively, said that they were gifts to him. The books of both father and son were also in evidence. It was urged on behalf of the son's trustee that, in the case of payments made by a father on behalf of a son, there is a legal presumption that they are intended by way of gift. The court (JESSEL, M.R., and LINDLEY and BOWEN, L.JJ.) held that the moneys had been advanced by the father by way of loan, and admitted the proof. JESSEL, M.R., thought that the equitable doctrine that there was a presumption that property purchased by a father in the name of his son was intended as a gift had no application to the present case. At law, in the absence of evidence, property so purchased would be the property of the son. When, however, one man advanced money to buy property in the name of another, equity implied a trust in favour of the person who advanced the money. But, in the case of a father, or a person who had assumed the duty of a father, equity engrafted an exception on this implied trust. It would not, from the mere fact that money was advanced by a father, assume the existence of a trust for him, and so the child could, in equity, keep that which, at law, would be his. But the present question was not of that nature. The payment was made by the father, and at law, if you proved a payment and nothing more, there was no obligation on the payee to repay the money. On the contrary, the payment was supposed to have been made in fulfilment of a prior obligation, or in extinguishment of a pre-existing liability. The law assumed that a man would not throw away his money or give it away without any consideration. If nothing more than payment was proved, there was no occasion to resort to any presumption arising out of the relation of father and son. The *onus* was on the person who claimed repayment to show that there was some contract rendering the payee liable to refund, and if that was shown, he was liable to refund at law as well as in equity. So that the only question was really one of evidence. And here the weight of evidence was in favour of the father's story, that the money had been advanced by way of loan. LINDLEY, L.J., said that, there being evidence, there was no presumption at all, and the legal inference from the evidence was that the money was advanced as a loan, and not as a gift.—SOLICITORS, *J. B. Looker; Torr & Co.*

RIGHT OF APPEAL—ORDER ON SPECIAL CASE STATED BY ARBITRATOR—JUDICATURE ACT, 1873, s. 19—FINAL OR INTERLOCUTORY ORDER.—In a case of *Shubrook* v. *Tufnell*, before the Court of Appeal on the 21st inst., the question arose whether an order made by the Queen's Bench Division upon a special case stated by an arbitrator could be appealed from. At the trial, an order was made by Lord Coleridge, C.J., referring the whole question to arbitration. The arbitrator afterwards stated a special case for the opinion of the court, the case being signed by him and by the solicitors of the parties. The question stated for the opinion of the court was whether, upon the facts stated, there was any cause of action. If the court should be of opinion in the affirmative, then the case was to be referred back to the arbitrator; if the court should be of opinion in the negative, then judgment was to be entered up for the defendant, with his costs of suit. The Queen's Bench Division (Manisty and Watkin-Williams, JJ.) held that the plaintiff had a cause of action, and ordered judgment on the special case to be entered for the plaintiff, and that the case should be referred back to the arbitrator. The defendant appealed, and it was objected, on behalf of the plaintiff, that this decision was not a "judgment or order" of the court within section 19 of the Judicature Act, 1873, but only an expression of the opinion of the court for the guidance of the arbitrator, and, therefore, not appealable. The court (JESSEL, M.R., and LINDLEY, L.J.) held that an appeal would lie. JESSEL, M.R., said that this view was in accordance with the *ratio decidendi* of the House of Lords in *The Overseers of Walsall* v. *The London and North-Western Railway Company* (27 W. R. 189, L. R. 4 App. Cas. 30), which was that the expression of opinion was a judicial act.

The question was also raised whether the order was a final or an interlocutory one, and whether, therefore, it ought to go into the final or the interlocutory list of appeals. The court held that it was a final order. JESSEL, M.R., said that it was clearly a final order. In one alternative the order on the special case would have finally disposed of the action. *Collins* v. *The Vestry of Paddington* (28 W. R. 588, L. R. 5 Q. B. D. 368) was distinguishable. The court did not there, as appeared by the *Law Reports* head-note, intend to decide that, in all cases, a decision of the court on a special case stated by an arbitrator for its opinion was an interlocutory order, but only that, under the special circumstances of that case, it was so.—SOLICITORS, *Torr & Co.; Frederick Taylor.*

APPEAL—STAY OF EXECUTION—COMMON LAW ACTION—SECURITY BY RESPONDENT—ORD. 58, R. 16.—In the case of *Williams* v. *Mercier* (noted *ante*, p. 479) an application was made to the Court of Appeal (JESSEL, M.R., and LINDLEY, L.J.), on behalf of the plaintiff for a stay of execution pending an appeal to the House of Lords. The action was an interpleader issue to determine the right to certain jewels of a wife which had been taken in execution by creditors under a judgment in respect of a debt contracted by her before her marriage. The husband (the plaintiff in the issue) claimed the jewels, which were presents to the wife on her marriage, by virtue of his marital right; the defendant, a milliner, alleged that they were separate property of the wife. The Court of Appeal held, upon the construction of the settlement, that the jewels were separate property of the wife, and, therefore, liable to be taken in execution by the defendant. There was no evidence of the insolvency or probable insolvency of the defendant. The court refused to grant a simple stay of execution. JESSEL, M.R., said that the principle on which execution was stayed pending an appeal was that there was danger of the appellant, if successful, losing the fruits of his appeal. In an ordinary common law action a stay of execution was never granted except under very special circumstances, such as the insolvency of the respondent.

If ever there was a case for adhering to this rule, the present was one. Execution would be stayed only on the terms of the amount of the judgment being paid to the defendant. But, the defendant being engaged in business, though there was no evidence or suggestion of her insolvency, it would be right in the exercise of the judicial discretion of the court, to order her to give security for the repayment of the money in case the appeal should be successful, following the decision in *Merry* v. *Nickalls* (21 W. R. 305, L. R. 8 Ch. 205). The costs of the action would be paid to the defendant's solicitor on his personal undertaking to return them in the event of the appeal being successful. The plaintiff must pay the costs of this application and of the security. LINDLEY, L.J., said that the rule laid down in *Merry* v. *Nickalls* was a very sensible one. It was not a hard and fast rule, but it was right in nine cases out of ten.—SOLICITORS, *Lewis & Lewis; Pawle & Fearon.*

METROPOLIS LOCAL MANAGEMENT ACTS—18 & 19 VICT. C. 120, S. 105—25 & 26 VICT. C. 102, S. 96—RATE FOR PAVING NEW STREET—COVENANT BY TENANT TO PAY RATES "IMPOSED ON DEMISED PREMISES"—PRACTICE—SPECIAL CASE—JUDGMENT BY DEFAULT—APPEAL.—In a case of *Allum* v. *Dickinson*, before the Court of Appeal on the 20th inst., a question arose as to the liability of the tenant of a house in a street within the metropolitan district to pay to his landlord the share of the expenses of paving the street apportioned by the vestry of the parish to the particular house and paid by the landlord in pursuance of notice from the vestry clerk. The lease contained a covenant by the tenant that he would pay the yearly rent, "and also will pay the sewers and main drainage rates, tithe-rent charges, Board of Health, metropolitan, and other district rates and assessments whatsoever, whether parliamentary, parochial, or otherwise, which now are or which at any time during the said term shall be taxed, rated, charged, assessed, or imposed upon the demised premises or any part thereof, or upon or payable by the occupier or tenant in respect thereof (except the property or income tax)." The action was brought by the landlord to recover from the tenant the amount which he had thus paid. A special case was stated for the opinion of the court. A divisional court, consisting of Mathew and Cave, JJ., gave judgment for the defendant, upon the ground that the amount sued for was not a "sewers or main drainage rate," &c., or "assessment parliamentary, &c., charged either upon the premises, or upon the tenant or occupier in respect thereof," within the terms of the lessee's covenant. The court said that the charge in question was one which was made once for all, and was clearly for works for the permanent improvement of the property, and, therefore, for the interest of the landlord, as distinguished from a rate made for temporary or current expenditure for the interest of the tenant or occupier. The Court of Appeal (JESSEL, M.R., and LINDLEY and BOWEN, L.JJ.) affirmed this decision. They said that the charge, being for the expenses of permanently improving the property, was naturally payable by the owner rather than by the occupier. This, however, was not in itself conclusive. But the covenant by the lessee to pay was for the payment of annual charges, which were taken into consideration in fixing the rent of the house, while this was a charge payable once for all, and not of yearly recurrence. Looking at the Act (25 & 26 Vict. c. 102, s. 96), it was quite plain that costs and expenses incurred under the Metropolis Local Management Act were not charged or imposed upon the premises, but were imposed upon the owner in respect of the premises. A remedy, no doubt, was given against the occupier for the recovery of the amount, but the amount so recovered from him was limited to the amount of rent for the time being due, and was to be deducted by him from the rent which he paid to the landlord. The decision was right upon both grounds.

A point of practice also arose. On the hearing of the special case the plaintiff did not appear, and, after argument, judgment was given for the defendant in the absence of the plaintiff. The plaintiff did not move in the divisional court to set aside the judgment on terms, but appealed. In the Court of Appeal the question was raised whether this was the right course. There did not appear to be any settled practice applicable, and it was stated that no instance of non-appearance on the hearing of a special case was known to have occurred before. The appeal was allowed to proceed, the respondent not objecting, but JESSEL, M.R., said that the case must not be taken as a precedent.—SOLICITORS, *W. F. Nokes; Billing & Kent.*

LEASE—PROPRIETARY CHAPEL—RESTRICTIVE COVENANT—SERVICE BY CHURCH OF ENGLAND CLERGYMAN—CLERGYMAN DULY ORDAINED, BUT UNLICENSED AND INHIBITED.—In the case of *The Foundling Hospital* v. *Garrett and others*, before Chitty, J., on the 16th inst., a motion was made to restrain the defendant, the Rev. C. G. C. Dunbar, a Church of England clergyman and colonial archdeacon, from officiating or performing Divine service in St. Andrew's Church or Chapel, Tavistock-place. It appeared that the chapel was held under a lease for ninety-nine years, granted by the Foundling Hospital in the year 1802, and containing a covenant on the part of the lessees that they should not, at any time during the term, permit any clergyman or person to officiate in the chapel, or perform public Divine service therein, but such as should be a regular clergyman of the Church of England." Services and sermons had, in accordance with previous advertisements, been recently conducted and preached in the chapel by the defendant, Archdeacon Dunbar, although the Bishop of London had, in January, 1880, revoked a licence given by him to Archdeacon Dunbar in December, 1877, on his first becoming tenant of the chapel, and had also inhibited him from performing service in the diocese, and although no application had been made by Archdeacon Dunbar to the vicar of the parish in which the chapel was situated for leave to preach and perform public Divine service in the chapel. It was submitted by the plaintiffs that Archdeacon Dunbar could not, after the bishop's revocation of his licence and inhibition, be said to be a regular clergyman entitled to officiate or perform public Divine service within the terms of the covenant, for the words in the covenant, "officiate" and "Divine service," had been decided by Lord Hardwicke, so far back as 1742, to refer, when used in connection with the duties of a clergyman, to the public performance of the service of the Established Church, in accordance with the laws regulating it (*Trebec* v. *Keith*, 2 Atk. 498). Not only was it within the absolute discretion of a bishop to at any time revoke, even without assigning any reason, a licence given to a clergyman to officiate in a proprietary chapel (*Hodgson* v. *Dillon*, 2 Curt. 388), but the licence itself was useless without the consent of the vicar. It was contended, on behalf of Archdeacon Dunbar, that the true meaning of the words in the covenant, "regular clergyman," was "clergyman duly ordained," and the validity of Archdeacon Dunbar's ordination not being in dispute, the covenant was satisfied, and that, so far as the plaintiffs, who were merely lessors, were concerned, no question arose. CHITTY, J., said that the only question for his decision was one of construction; all that was necessary to be thought of was, what was the meaning of the parties to the lease? He was not aware that the term "regular" had any technical sense in the ecclesiastical law, unless when used in connection with priests living in accordance with a monastic rule in contrast with those who, being parochial clergy, or living in the world, were called secular. Of course, this was not the meaning of the term here. Looking at the covenant as a whole, he was of opinion that the term "regular" was used as a qualification of the previous word "person." As he understood the law to be, a clergyman of the Church of England must be duly ordained and also licensed by the bishop before he was at liberty to perform Divine service or preach. This was the ecclesiastical law, and the law of the land. Archdeacon Dunbar was not licensed, and had been inhibited, and there was, therefore, in his case an absence of the qualifications legally requisite. The circumstance, therefore, of ordination was not enough by itself to satisfy the words of the covenant. His lordship was, therefore, of opinion that the injunction sought for must be granted with costs. The injunction was, upon the application of Archdeacon Dunbar's counsel, and the plaintiffs raising no objection, ordered to be suspended for a month, with a view of enabling the defendant to appeal.—SOLICITORS, *Simpson, Hammond, Richards, & Simpson; A. D. Smith & Wood; Hume, Bird, & Eldridge.*

PETITION BY TENANT FOR LIFE FOR RE-INVESTMENT—SERVICE OF REMAINDERMEN—LANDS CLAUSES CONSOLIDATION ACT, 1845, SS. 69, 70.—In a case of *In re Chambers*, before Chitty, J., on the 17th inst., a petition was presented by the tenant for life of real estates settled by the will of a deceased testator for re-investment in real estate of £500 Consols, part of a sum of £510 Consols, representing the purchase-money paid into court by a railway company in respect of real estate comprised in the will taken by the company in pursuance of the provisions of the Lands Clauses Consolidation Act, 1845. It was objected that those entitled in remainder after the petitioner's death had not been served with the petition, and the rule was stated to be that service on the remaindermen would only be dispensed with where the petition was for *interim* investment. It was stated that the intended investment consisted of a message and land of the estimated annual value of £36, and it was asked that the residue of the fund in court should be paid to the petitioner. CHITTY, J., after referring to *Ex parte Staples* (1 D. M. & G. 294), said that remaindermen, in his opinion, were not necessarily respondents in petitions of this kind and in the present instance he would not order them to be served, but if, when the order was being drawn up, the registrar should raise any objection, the matter must be mentioned to the court again. His lordship also, taking into consideration the small amount of the residue to be left uninvested, made an order for its payment to the petitioner upon his giving an undertaking to expend it for the benefit of all parties interested.—SOLICITORS, *Ullithorne, Currey, & Villiers; Capel & Curwood.*

PETITION—VESTING ORDER—TRUSTEE ACT, 1850, SS. 2, 24.—In the case of *In re Hyatt's Trusts*, before Chitty, J., on the 19th inst., a petition was presented under the Trustee Act, 1850, s. 24, for an order vesting a sum of consols in new trustees. It appeared that the consols had been transferred into the names of two trustees who refused to act and disclaimed; whereupon the beneficiaries duly appointed new trustees, into whose names they requested the original trustees to transfer the consols. Upon their refusal the present petition was presented and an order was made as prayed; but the Bank of England declined to act upon the order, on the ground that the 24th section of the Act, which enacts that a vesting order, may be made where "any one" of the trustees of stock refuses to transfer it, did not apply to the case of two or more trustees refusing. The petition being again put in the paper, it was submitted by the petitioner that the interpretation clause of the Act (section 2) provided that, unless the contrary should appear from the context, every word importing the singular number should extend to several persons or things, and that the words of the 24th section of the Act were therefore enlarged by the interpretation clause. CHITTY, J., held that the court had jurisdiction to make the order.—SOLICITORS, *S. Johnson; Freshfields & Williams.*

VENDOR AND PURCHASER—REFUDIATION OF CONTRACT—AGREEMENT TO SHOW GOOD MARKETABLE TITLE—PROPERTY SUBJECT TO RESTRICTIVE COVENANTS—NOTICE.—In a case of *Cato* v. *Thompson*, before the Court of Appeal on the 19th inst., the question arose whether a purchaser of land was entitled to repudiate his contract under the following circumstances. The contract was for the sale of some freehold houses, and the vendor thereby agreed to make a good marketable title to the property. He, in fact, held the property subject to a restrictive covenant, which prevented him from using the houses as shops, and the purchaser had notice of this covenant. The purchaser refused to complete the purchase, on the ground that this covenant

could not be released, and he brought an action for the return of his deposit. The vendor counter-claimed for specific performance of the contract. Lopes, J., gave judgment in the plaintiff's favour, and his decision was affirmed by the Court of Appeal (JESSEL, M.R., and LINDLEY and BOWEN, L.JJ.). JESSEL, M.R., said that it was not a case for compelling the purchaser to perform the covenant with compensation. He thought that the cases as to compensation ought not to be extended; indeed some of them had almost gone the length of making a new contract for the parties. The present case was also distinguishable from such cases as *Farebrother* v. *Gibson* (1 D & J. 602) and *Leyland* v. *Illingworth* (2 D. F. & J. 248), the principle of which was that, where there was a statement in a contract which was capable of two meanings, and it would naturally be understood by a purchaser in one of them, he would be entitled to be relieved from his contract if the statement was true only in the sense in which he would not naturally have understood it, provided that he had no notice; but he would not be entitled to be relieved if he had notice of the sense in which the statement was made. But, in the present case, the contract was an express one to show a good marketable title, and it was possible, though not very probable, that the restrictive covenant might be released. It was not like an open contract, in which case there was a presumption of law that a marketable title was to be shown, but the presumption might be rebutted by evidence that the purchaser knew of some defect in the vendor's title. An express contract could not be contradicted in that way. LINDLEY, L.J., thought that evidence that the purchaser knew of the covenant was not admissible to contradict the written contract. BOWEN, L.J., concurred.—SOLICITORS, *W. Easton; A. H. Crowther.*

"PROPERTY" OF BANKRUPT—VESTING IN TRUSTEE—"INCOME" OF BANKRUPT—PENSION OF RETIRED CIVIL SERVANT OF CROWN—RETIRED JUDGE OF CROWN COLONY—BANKRUPTCY ACT, 1869, ss. 4, 15, 17, 90.—In a case of *Ex parte Huggins*, before the Court of Appeal on the 15th inst., the question arose what is the extent of the "property" of a bankrupt, which, by section 15 of the Bankruptcy Act, 1869, is divisible among his creditors, and by section 17, vests in the trustee in the bankruptcy on his appointment; the question being whether the retiring pension of an ex-Chief Justice of a Crown colony, granted to him on his retirement by the Secretary of State for the Colonies, and voted annually by the Legislature of the colony, vested in the trustee in his subsequent bankruptcy. Section 4 of the Bankruptcy Act provides that the term "property," if not inconsistent with the context, "shall mean and include money, goods, things in action, land, and every description of property, whether real or personal; also, obligations, easements, and every description of estate, interest, and profit, present or future, vested or contingent, arising out of or incident to property as above defined." Section 15 provides that "the property of the bankrupt divisible amongst his creditors, and in this Act referred to as the property of the bankrupt, shall comprise (*inter alia*) all such property as may belong to or be vested in the bankrupt at the commencement of the bankruptcy, or may be acquired by, or devolve on, him during its continuance." By section 17, the property of the bankrupt vests in the trustee on his appointment. Sections 87—95 are headed, "As to property devolving on the trustee." Section 87 makes special provisions as to executions for judgment debts above £50 levied on the goods of a trader. Section 88 provides that "where the bankrupt is a beneficed clergyman, the trustee may apply for a sequestration of the profits of the benefice, . . . but the sequestrator shall allow out of the profits of the benefice to the bankrupt, while he performs the duties of the parish or place, such an annual sum" as the bishop directs. Section 89 provides that "where a bankrupt is or has been an officer of the army or navy, or an officer or clerk or otherwise employed or engaged in the Civil Service of the Crown, or is in the enjoyment of any pension or compensation granted by the Treasury, the trustee during the bankruptcy, and the registrar after the close of the bankruptcy, shall receive, for distribution amongst the creditors, so much of the bankrupt's pay, half-pay, salary, emolument, or pension as the court, upon the application of the trustee, thinks just and reasonable, to be paid in such manner and at such times as the court, with the consent in writing of the chief officer of the department under which the pay, half-pay, salary, emolument, pension, or compensation is enjoyed, directs." Section 90 provides that "where a bankrupt is in the receipt of a salary or income other than as aforesaid, the court, upon the application of the trustee, shall from time to time make such order as it thinks just for the payment of such salary or income, or of any part thereof, to the trustee during the bankruptcy, and to the registrar (if necessary) after the close of the bankruptcy, to be applied by him in such manner as the court may direct." The bankrupt in the present case had been for some years Chief Justice of a Crown colony. He retired from his office in the year 1879, and thereupon a pension of £875 per annum was granted to him by the Secretary of State for the Colonies. He returned to this country, and afterwards entered into partnership in a business. This business proved unsuccessful, and in the result he was adjudicated a bankrupt. The trustee applied to the Court of Bankruptcy for an order declaring that the bankrupt's pension vested in the trustee as forming part of the bankrupt's property, or, in the alternative, for an order for payment of part of the pension to the trustee for the benefit of the bankrupt's creditors, and that the trustee should receive from the Treasury or the Crown agents for the colony, or any person having the money in his hands, the quarterly instalments of the pension, or such part thereof as to the court should seem just and reasonable. The bankruptcy had not been closed, nor had the bankrupt obtained an order of discharge. The registrar made an order giving the trustee the right to receive the whole of the pension, and restraining the bankrupt from receiving it. The evidence showed that in a Crown colony, retiring pensions of servants of the Crown, as in the present case, not being regulated by any local statute, are awarded by the Secretary of State for the Colonies, and are payable out of the revenue of the colony. The pensions so awarded are placed on the annual estimates of the colony, and are voted annually by the colonial Legislature and included in the annual appropriation ordinance of the colony. The pensioner may draw his pension either from the colonial Treasurer in the colony or from the Crown agents of the colony in England. The trustee, on the hearing of the application, offered to consent to the bankrupt's receiving for his maintenance £350 a year out of the pension, and on the appeal he still adhered to this offer. It was contended on behalf of the bankrupt that, having regard to the fact that no action could be brought to recover the pension, and that it was the subject of an annual vote of the colonial Legislature, it was not "property" within the meaning of the Act, and did not vest in the trustee. It was rather a payment in the nature of bounty. "Property" must be something which there was a legal or equitable right to recover, or something which was expressly declared by statute to be property. The Court of Appeal (JESSEL, M.R., and LINDLEY and BOWEN, L.JJ.) in substance affirmed the registrar's order. JESSEL, M.R., said that on the bankrupt's retirement from his office he received a superannuation allowance for his past services. What did that mean? When a man was appointed to such an office he was told that he would receive such a salary and such a pension when he retired, and he accepted the office on those terms. Possibly the exact amount of the pension might not be named. But he accepted the office partly in consideration of the salary and partly in consideration of the pension. The appellant having become a bankrupt, the only question was whether the creditors of his business were entitled to take the pension which he had so hardly earned to pay their debts. It was a case for great sympathy, and if the trustee had come to the court and said, "I will have all that pension, whether you like it or not," the court would have known how to deal with it. But the trustee had very properly offered the bankrupt £350 a year for his maintenance. That was an offer which ought to be accepted, assuming that the appellant was not right in his contention that the trustee took no interest in the pension. It was argued, in the first place, that the pension was not "property." His lordship thought it was. The contract under which the appellant accepted the office might not be enforceable in the courts of this country or of the colony. His lordship thought that was so. But that did not make the pension not property. There were many cases of what would be called property arising out of a contract which no judicial tribunal could enforce. Take the case of the bonds of a foreign Government. There was a contract by the foreign Government to pay a sum of money, but it was not enforceable in the courts of this country, and, probably, not in any court. Still no one would say that a foreign bond was not property. If a man died possessing French or Italian bonds, no one would say he had died without property. Such bonds were not *choses in action* in the ordinary sense, and that could not be the definition of "property." The mere fact that you could not sue for the thing did not make it the less property. His lordship would not attempt to define "property" exactly; that would be too dangerous; but, no doubt, foreign bonds, in common language and in lawyer's language, were "property." It could not be doubted that a man who had a pension of £10,000 from the British Government would have "property." A pension for past services was certainly assignable in equity, if not at law. Then it was said that the pension could not be got till it was voted by the colonial Legislature. That was no answer. The vote was the mere form or mode of securing the payment. It was not as if the appellant had been told he should have a pension just as it was or was not voted by the Legislature. In that case he would not have accepted the office. The vote was only the mode of ascertaining what the colony had to pay. The same thing happened in the case of salaries and pensions in this country; they could not be paid till they had been voted by the House of Commons; but still no one would say that they were not property. No doubt some pensions and salaries were not assignable, on the ground of public policy, such as the half-pay of officers in the Army and Navy, or their salaries for actual services, and others, like the retiring allowance of a beneficed clergyman, which were made not assignable by Act of Parliament. But his lordship thought that all these things were property. His view of the Bankruptcy Act was this: section 15 vested all the bankrupt's property in the trustee, subject to the special exceptions made by subsequent sections. There was an exception made by section 23 of property which the trustee was empowered to disclaim. The produce of executions dealt with by section 87 would vest in the trustee by virtue of section 15, but for the provisions of section 87. The benefice of a beneficed clergyman was by our law not alienable, but by section 15 all the property of the clergyman in the profits of the benefice would have vested in the trustee in his bankruptcy but for section 88, and section 15 must be read, so far as a beneficed clergyman was concerned, subject to, and as qualified by, section 88. Again, section 15 was controlled by section 89 with regard to the persons mentioned in it. A person occupying such a position was not necessarily to be left to starve, however improvident he might have been, but a discretion was given to the court. Why should not the same principle apply to section 90? The appellant's pension was not a "salary," but it was "income." That was as large a word as you could have. It was not the less income because it was voted every year. The court had, by section 90, power to make such order as it should think just. That meant that the income vested in the trustee under section 15, subject to the power of the court to set aside a part of it for the bankrupt. The specific provision of section 90 controlled to that extent section 15. His lordship thought that the trustee had applied for the right order—viz., a declaration that the pension vested in him, and then an order as to the proportion which should be paid to him. It was not necessary to consider what the proportion should be, the trustee having made a fair and liberal offer. LINDLEY, L.J., said that the appellant's contention was that his pension was not in any way available for his creditors. It was suggested that the pension was not within section 90, because it was payable at the will of the colonial Legislature. But all money to which the bankrupt might become entitled during the continuance of the bankruptcy was within section 15. Sections 87 to 95 introduced modifications and qualifications of section 15. The property vested in the trustee absolutely by sections 15 and 17, but subject to the modifications and qualifications contained in that group of

sections. This pension was surely "income" of the bankrupt in every sense of the word. It was not like a purely arbitrary allowance which could be stopped at any moment at the will of the person who paid it. In his lordship's opinion it was "income" within the true meaning of section 90. The only fault of the registrar's order was that its language was a little too general. Literally construed it meant that the trustee was entitled to take the whole pension without any qualification. But that would be put right by inserting a declaration that the pension vested in the trustee subject to the provisions of section 90. BOWEN, L.J., concurred.—SOLICITORS, *Pattison, Wigg, & Co.; Scott & Barham.*

ADMINISTRATION ACTION — EXECUTOR — WILFUL DEFAULT — ADDING ACCOUNTS AND INQUIRIES AFTER JUDGMENT—ORD. 33.—In a case of *Luke* v. *Tonkin*, before Fry, J., on the 17th inst., the question arose whether, after an ordinary administration judgment had been given, the plaintiff could, on further consideration, obtain a direction for the taking of further accounts and the making of further inquiries on the footing of wilful default by the executor. The statement of claim alleged wilful default, but at the trial no relief was asked for on that footing, and only the ordinary administration judgment was pronounced. But the action was not dismissed so far as it sought relief on the ground of wilful default. In taking the accounts in chambers under the judgment the plaintiff sought to surcharge the executor on the footing of wilful default, but the chief clerk held that, under the judgment as it stood, he had no power to entertain the question of wilful default. On the hearing on further consideration the plaintiff asked to have accounts and inquiries on the footing of wilful default directed, and he proved some instances of wilful default. It was objected by the defendant that the question of wilful default could not be raised after judgment in the ordinary form had been given. FRY, J., held that he had power to direct the additional accounts and inquiries. He said that he adhered to the opinion which he had expressed in *Barber* v. *Mackrell* (27 W. R. 794, L. R. 12 Ch. D. 534), that the effect of what was said by Jessel, M.R., in *Job* v. *Job* (26 W. R. 206, L. R. 6 Ch. D. 562), as subsequently explained by him in *Mayer* v. *Murray* (26 W. R. 690, L. R. 8 Ch. D. 424), was that, if wilful default was alleged in an administration action, relief on that footing could be given at any stage of the proceedings, even after judgment, if wilful default was proved. His lordship considered himself bound by this expression of opinion. He thought it was very important that, when a certain line of procedure had been laid down by one judge, other judges should follow it. There was no surprise on the defendant, for notice had been given to him that the question would be raised on the hearing on further consideration. His lordship accordingly added the accounts and inquiries which were asked for.—SOLICITORS, *Coode, Kingdon, & Cotton; Dangerfield & Blythe.*

HUSBAND AND WIFE—AGGRAVATED ASSAULT—JUDICIAL SEPARATION—ORDER FOR ALIMONY—EVIDENCE OF MARRIAGE—MATRIMONIAL CAUSES ACT, 1878 (41 & 42 VICT. C. 19), S. 4.—In the Probate, Divorce, and Admiralty Division, on the 20th inst., the case of *Howarth* v. *Smith* (*otherwise Howarth*) came before the court by way of an appeal against an order of two justices of Cheshire, made under section 4 of the Matrimonial Causes Act, 1878. The appellant had been summoned for an aggravated assault upon his wife. On the hearing of the summons he denied that he had ever been married to the complainant, who asserted that the marriage had been celebrated at Manchester Cathedral on the 15th of February, 1869. No certificate of the marriage was produced, but the magistrates convicted the appellant, and also made an order for a judicial separation under the Matrimonial Causes Act, 1878, and ordered him to pay to the complainant a sum of fifteen shillings per week by way of permanent alimony. The appellant had since undergone a term of imprisonment for default in paying this sum, and his counsel now read an affidavit, which stated that a search had been made in the marriage registers at Manchester Cathedral for a period of four years (including the month of February, 1869), and that no entry of a marriage between the parties had been found. HANNEN, P., said that, if the facts stated by the appellant's counsel were correct, the order of the justices must be set aside; and he granted a rule *nisi*, returnable on Tuesday next, calling upon the respondent to show cause why the order should not be quashed.—SOLICITOR, *M. Abrahams.*

CASES BEFORE THE BANKRUPTCY REGISTRARS.

(Before Mr. REGISTRAR MURRAY, acting as Chief Judge.)

June 7.—*Ex parte Andrews and another, Re Cowland.*

Where the sheriff has seized under an *elegit* issued at the suit of A., and remains in possession of the defendant's goods under that writ, the mere delivery of a *fi. fa.* for the sum of £30, with costs of execution and sheriff's fees, by B., before any act of bankruptcy committed by the defendant, will be sufficient to constitute B. a secured creditor as against the trustee in bankruptcy of the defendant.

This was an application on behalf of Joseph Andrews and John Folland Lovering, the trustees under the liquidation of J. W. Cowland, for an order that the injunction granted by the court on the 16th of May, restraining Messrs. Walter Cosser & Co. from taking any further proceedings in the action brought by them against the debtor, or upon the judgment recovered or execution issued therein, might be continued until the further order of the court.

On the 14th of March, 1882, Messrs. Cosser & Co. brought an action against the debtor, J. W. Cowland, to recover the sum of £46 12s. in respect of a bill of exchange, dated September 1, 1881, drawn by Cosser & Co. upon, and accepted by, the debtor.

Messrs. Cosser & Co. subsequently agreed to give the debtor time for payment, but the debtor failing to carry out his arrangement, Messrs. Cosser & Co., on the 5th of April, 1882, signed judgment against him, and issued execution for the sum of £30 7s. 7d., with costs of execution, and sheriff's fees. The writ of *fi. fa.* was at once lodged with Messrs. Nathan, the sheriff's officers, and a warrant was obtained by them from the sheriff on the same day, the 5th of April, but possession of the debtor's goods was not formally taken under this warrant until about half-past one o'clock on the following day, the 6th of April, 1882.

It appeared, however, that some days previously Messrs. Nathan had seized the debtors' goods under a writ of *elegit* issued at the instance of Messrs. Braby & Co., and that, at the time Messrs. Cosser's *fi. fa.* was lodged with them, on the 5th of April, they were so in possession on behalf of Braby & Co.

On the 6th of April, 1882, at forty-five minutes past twelve o'clock, as appeared by the debtor's affidavit, the debtor filed his petition for liquidation, about one hour previously to possession being formally taken under Messrs. Cosser's *fi. fa.*

On the 12th of April the debtor obtained an order restraining Messrs. Cosser from taking any further proceedings under their execution until after the 19th of April, and the injunction was subsequently continued until after the first meeting of creditors. At that meeting trustees were appointed, by whom notice of the present application was given.

Warmington, for the trustee.

Nicholl, for Messrs. Cosser & Co.

The arguments sufficiently appear from the judgment of the court.

Mr. REGISTRAR MURRAY.—Ever since the decision of the Court of Appeal in the case of *Ex parte Williams, Re Davies* (20 W. R. 430, L. R. 7 Ch. 314), the law is well settled that in an ordinary case, as between an execution creditor and a trustee in bankruptcy, the mere delivery of the writ to the sheriff without seizure, though, by the Statute of Frauds, it binds the goods, does not make the execution creditor a creditor "holding security." That case decided that, in order to constitute him a secured creditor, seizure by the sheriff prior to the act of bankruptcy to which the title of the trustee relates is requisite, a mere right to seize not being sufficient. The sheriff has no property in the goods until seizure, but after he has seized he has, to use the words of Lord Justice Mellish, "acquired a qualified property in the goods like that of a factor who is under advances, and from whom the goods may be claimed back on payment of those advances." The question which the court has now to decide is whether, where the sheriff has seized, not under the writ issued at the suit of the particular execution creditor (B.), but under a prior writ issued at the suit of A., and the sheriff remains in possession under that seizure, the mere delivery of the writ to the sheriff by B. under such circumstances, before any act of bankruptcy, will be sufficient to constitute B. a secured creditor as against the trustee in bankruptcy of the defendant? Now, before referring to the only authority which has been relied on by the trustee in this case, how does the law seem to stand in regard to the duty and position of the sheriff where several writs are delivered to him against the same person? [His Honour then cited, upon this point, Archbold's Practice, 13th ed., p. 578, and the case of *Jones* v. *Atherton*, referred to in the note]. In the case of *Bachurst* v. *Clinkard* (in Shower's Reports, referred to by Best *arguendo*), Brown being indebted on a judgment, a *fi. fa.* was issued against him, and thereon the goods were all seized and in the sheriff's custody, and it was argued that consequently they were not liable to the plaintiff's execution. Chief Justice Holt held that being once seized, and in the custody of the law, they could not be seized again by the same or any other sheriff. Then there is a case of *Chambers* v. *Coleman* (9 Dowling), which, with other cases, go to show that the seizure by the sheriff under one writ enures to the benefit of all the execution creditors under subsequent writs, according to the priority in which they are delivered, without any further action on the part of the sheriff. But the trustee urges that some such action is necessary to perfect the title of the execution creditors against him, and his counsel relies on some observations of Lord Justice Mellish in *Ex parte Villars, Re Rogers* (22 W. R. 397, 603, L. R. 9 Ch. 432). [His Honour read them.] Now to adduce these observations as an authority in favour of the trustee's contention in this case seems to me to be quite unreasonable. They amount to nothing more than a short statement of some of the facts of that case, and his lordship's short comment on those facts. But to contend that from those observations there may be extracted an expression of opinion, much less a decision that there could be no seizure under the second writ until notice of it had been given to the officer in possession, and a copy served, seems to me to be out of the question. I certainly do not regard the case as any authority against the right of the execution creditor, and I am of opinion that upon the delivery of the writ by the execution creditor to the sheriff then being in possession of the goods, the creditor acquired, through the sheriff, a lien on the goods within the meaning of section 16, overriding the title of the trustee. The application must, therefore, be refused, with costs.

Solicitors for the execution creditor, *Bolton & Co.*

Solicitors for the trustee, *Seagrove & Co.*

SOLICITORS' CASES.

HIGH COURT OF JUSTICE.—QUEEN'S BENCH DIVISION.

(Before DENMAN, J., and POLLOCK, B.)

June 8.—*Re Joel Emmanuel & Co.**

Joel Emmanuel & Co., a firm of solicitors, had delivered a bill of costs to their clients Isaac, Druiff, & Co., a business firm, for charges incurred in various matters, among others, for their costs and charges in a number of

* Reported by M. W. BROWNE, Esq., Barrister-at-Law.

county court actions for various sums. Among the items were charges for work done before the commencement of an action, such as "attending and consulting upon a claim against G.," and also for work done after an action had been completed by judgment, such as for letters and attendances with reference to the payment of instalments, and with reference to enforcing payment and issuing execution.

Upon the bill being sent to the master for taxation all such items were objected to on behalf of Messrs. Isaac & Co., upon the ground that the actions being brought in a county court, the only costs that the solicitors were entitled to, in the absence of an agreement in writing with their clients to the contrary, were those named in the county court scale (2nd November, 1875), and that these items not appearing in the scale could not be allowed on taxation. The master overruled the objection, and allowed the items in question, holding that they were "for reasonable attendances before action commenced in the county court," or "for matters after judgment, and were not provided for in the county court scale." Stephen, J., in chambers upheld the master's decision, and Messrs. Isaac & Co. appealed to the court.

Harrison, Q.C., and *Littleton*, for Messrs. Isaac & Co., argued that the items in question were for costs incurred "in the conduct of the suit," and therefore came within section 36 of the County Courts Act, 1856, and were provided for by the scale, and that, therefore, unless subject to a contract in writing, could only be recovered if permitted by the county court scale, and that, as they did not appear in the scale, they should have been disallowed by the master.

The COURT, without calling upon counsel for the solicitors (*McIntyre*, Q.C., and *A. McIntyre*), affirmed the decision of the judge, DENMAN, J., saying that he could not agree with the contention that the only charges that could be made were those specified in the county court scale. That scale commenced at "Letter before action" and "Instructions to sue," and ended with "Taxing costs"; it was argued that this was intended to provide for every charge for work done by the solicitor before the commencement or after the conclusion of the action, such as charges for advice as to whether an action lay, and for time and labour expended in recovering payment of an instalment after judgment. It was clear that such charges were not "costs or charges in the conduct of the suit"; and that if the result of the solicitor's advice were that no action was brought, he would none the less be entitled to recover his charges for that advice, and it could not have been intended that he should recover in the one case and not in the other. In his opinion charges such as these were intended to be excluded from the scale of charges, which, therefore, did not apply to them.

POLLOCK, B., gave judgment to the same effect, saying that, though no doubt all charges made in addition to instructions to sue should always be regarded by the master with great jealousy, still there were cases in which a solicitor had to expend much time and trouble in deciding whether any, and what, proceedings should be taken; and his lordship expressed his opinion that the present case seemed to be an instance of such; where that was so the question could not be made to depend upon whether proceedings were ultimately taken or not. If the result were that no proceedings were taken, clearly the work would not be in the conduct of any suit, and the solicitor might recover against his client, and it would be most unjust and unreasonable to say that if the result were no proceedings, the charge for the same work would be covered by the item "Instructions to sue," so that the solicitor could not recover. As to the other items for work done after judgment, they, too, should always be regarded with care by the master, but if he found that the charges had been reasonably incurred, they would clearly not be matters to which the scale applied.

Solicitors for Isaac & Co., *Groves & Humphreys*.

THE RAILWAY COMMISSION.*

June 15.—*Colman* v. *Great Eastern Railway Company*.

Book of rates—Terminal services and charges—Order specifying nature and detail of.

Section 14 of the Regulation of Railways Act, 1873 (36 & 37 Vict. c. 48), enacts (*inter alia*) "The commissioners may, from time to time, on the application of any person interested, make orders with respect to any particular description of traffic, requiring a railway company, or canal company, to distinguish in such book how much of each rate is for the conveyance of the traffic on the railway or canal, including therein tolls for the use of the railway or canal, for the use of carriages or vessels, or for locomotive power, and how much is for other expenses, specifying the nature and detail of such other expenses."

Held, by the commissioners, that the words "specifying the nature and detail of such other expenses," require a railway company to state in their rate-book, to which the order applies, what terminal services they undertake to perform with regard to the particular traffic, and how much they charge for each of such terminal services, and that a railway company does not sufficiently comply with the section by giving a list of the various terminal services which they perform and stating what their total charge is for the whole of those services.

This was an application made to the commissioners by Messrs. Colman for an order declaring that the Great Eastern Railway Company had not obeyed an order made by the commissioners. The order, which was made by consent, ordered (*inter alia*) the Great Eastern Railway Company to distinguish in their book of rates and distances kept at their station at Trowse how much of each rate for traffic of the descriptions carried by them for the applicants from their station at Trowse to any station on the line of the defendants, and from any such station to Trowse, is for the conveyance of such traffic on the railway, including therein tolls for the use of the railway, for the use of carriages, or for locomotive power, and how much is for other expenses, specifying the nature and detail of such other expenses.

The defendants, in obedience to such order, gave, in addition to the rate for conveyance, a list of the various terminal services which they performed for the particular traffic, and stated what their total charge was for the whole of such services.

The applicants took out a summons for the infliction of penalties on the defendants for not obeying the commissioners' order.

W. A. Hunter appeared for the applicants.

H. Sutton, for the defendants.

The COMMISSIONERS delivered the following judgment:—

We think the information given is not in compliance with our order. The Act of Parliament assumes that a rate consists of two parts, first, a part for the conveyance of the traffic, and, secondly, a part for other expenses, and as regards the second part, it requires the nature and detail of such other expenses to be specified. The railway company have thought it sufficient in this case to give a list of the various terminal services which they perform, and to state merely what their total charge is for the whole of those various services, but not to say how much of that total charge is for each of those services. We think that is not sufficient. We think they are bound to state as regards each rate for traffic in the Trowse rate-book to which our order applies, what terminal services or other expenses they undertake to perform with regard to that particular traffic, and how much they charge for each of such terminal services, distinguishing whether the charge is for services at both terminal stations or only at one. The railway company will have to pay the costs of this summons.

Solicitors for the applicants, *Flux & Leadbitter*, for *W. H. Tillett & Co.*, Norwich.

Solicitor for the defendants, *C. A. Curwood*.

* Reported by W. H. MACNAMARA, Esq., Barrister-at-Law.

COUNTY COURTS.

Ross.

(Before J. M. HERBERT, Esq., Judge.)

June 10.—*James Preece* v. *Joseph Elliott*.

This was a case in which the plaintiff, an innkeeper, of the Harp Inn, Hoarwithy, sued the defendant, a postmaster, of Hereford, for the price of a rick of hay.

The case was entered for trial by jury, having been sent down from the Queen's Bench Division of the High Court, pursuant to 19 & 20 Vict. c. 108, s. 26.

Before the case was called on, and in the absence of the solicitor for the defendant,

Mr. *Corner* made application to his Honour to be allowed to appear as solicitor in the case on behalf of Mr. George Bullock.

His HONOUR, without reference to the action which was to come before him, said if no such application had been made, the substitution might have been made without it.

Mr. *Corner* explained that as the name of the solicitor was on the record it would have come before his Honour, who must therefore have become aware of the substitution,

His HONOUR said he had not power to allow it; but if Mr. Corner took a retainer from the plaintiff, he could appear on his behalf.

Mr. Corner then drew up a document which was signed by the plaintiff, and just afterwards,

Mr. *Garrold*, on behalf of the defendant, took objection to the application, which had been made during his absence. He said that Mr. Bullock had acted in the matter up to Thursday last.

His HONOUR said he was quite aware that a solicitor could not appear for a solicitor, but Mr. Corner could take a retainer from the plaintiff and accept the responsibility in appearing.

Mr. *Corner*.—I can hardly suppose Mr. Garrold to be serious in this objection.

Mr. *Garrold*.—I am generally serious when I make statements in open court. Mr. Bullock has acted in this matter, and another solicitor cannot now be substituted in the action without the certificate of the master.

His HONOUR.—Was the cause sent down here on a writ or issue joined?

Mr. *Garrold*.—It was on issue joined. You have to act as commissioner.

His HONOUR.—That is so. I have no power to allow Mr. Corner to appear for Mr. Bullock without a certificate or order from a superior court.

Mr. *Garrold* said he made the objection on behalf of solicitors, to protect them from persons taking cases up to a certain point and then handing them over to another solicitor.

His HONOUR.—Lord Cairns thought the same as you think. That was one reason why the Act was passed; but his lordship's intention was to protect the bar as much as possible.

Mr. *Garrold* remarked that Mr. Bullock was in court.

His HONOUR.—Perhaps he is prepared to go on with the case now.

Mr. *Bullock* said he was ready to go on, but should prefer Mr. Corner taking it up.

His HONOUR.—Then why not have applied for an order from the superior court?

Mr. *Garrold*.—Mr. Bullock's name appeared on the record up to-day.

Mr. *Bullock*.—I was not aware Mr. Garrold was going to make such an objection.

His HONOUR.—I can do this: I will adjourn the case to allow an application to be made to the superior court.

Mr. *Corner*.—The result of Mr. Garrold's objection will be to compel the plaintiff to appear by counsel.

His HONOUR then adjourned the case on the condition stated.

LAW STUDENTS' JOURNAL.

CALLS TO THE BAR.

The undermentioned gentlemen were on Wednesday called to the bar :—

By the Honourable Society of the Inner Temple :—William Copsland Borlase, M.P., and M.A., Oxford ; Wilfred Baugh Allen, B.A., Cambridge ; Edward Currie Morrieson ; Thomas Lowten Layton Jenkins ; Robert John Bealey, B.A., Cambridge ; James Mason Mulgan, B.A., Oxford ; Richard Mercer, B.A., and LL.B., Cambridge ; Laurence John Jones, B.A., Cambridge ; Charles Arthur Reeve, B.A., Cambridge ; Anandrao Sheshadri ; Walter Moore Hodgkinson, B.A., Oxford ; Henry George Lefroy ; John Selwin Calverley, B.A., Cambridge ; Frederick Samuel White-White, B.A., Cambridge ; Robert Augustus Arthur Wright, B.A., Cambridge ; James Henry Stock, M.A., Oxford ; Collingwood Hope, Oxford ; Alfred Back, M.A., Oxford ; Kounr Shivanath Sinha ; Thomas Moore, B.A., Cambridge ; Arthur Llewelyn Saxon, B.A., Oxford ; William James Bell, B.A., Cambridge ; Edwin Arthur Dillon ; Frederick William Dillon ; James Worsley Pennyman, B.A., Cambridge ; Cosmo Gordon Antrobus, B.A., Cambridge ; Charles Gipps Hamilton, B.A., Cambridge ; Ernest Louis Meinertzhagen ; Walter Augustus Wigram, B.A., Cambridge ; Charles Pelham Huggins ; Lewis Beard, B.A., Cambridge ; John Sanders Slater, B.A., Cambridge ; Cecil Toor, B.A., Cambridge ; George Crosby Gilmore, B.A., Cambridge ; William Compton-Smith, B.A., LL.B., Cambridge ; Frederick Ernest Slee, Oxford ; Henry Mellish, Oxford ; John M'Leavy Brown, B.A., LL.B., Dublin ; Thomas Vincent Scully, London ; and William Baxter (holder of a studentship of the first class awarded by the Council of Legal Education, Hilary, 1882, and of a pupil scholarship in Real Property Law, awarded by the Inner Temple, February, 1881), LL.B. (Honours) University of London, Esqs.

By the Honourable Society of the Middle Temple :—Archibald Francis Woodburn, Bombay Civil Service ; Henry H. Butts ; Ernest Montagu Beard ; Edward Harper Parker, of her Majesty's Consular Service ; Peter Macgregor, M.A., St. Edmund's Hall, Oxford ; Alfred Edmund Wigan, M.A., Keble College, Oxford ; Charles Halman Beard ; Thomas Edward Scrutton, M.A., LL.B., London University, B.A., LL.B., Cambridge University, Fellow of University College, London, Whewell Scholar of Cambridge University, Barstow Law Scholar, 1882 ; Cyril Henry Prichard, Magdalene College, Cambridge, M.A., Second Class Classical Tripos ; Robert Lamb Wallace, University of Edinburgh ; Thomas Hedley, B.A., University of the Cape of Good Hope ; George Ernis, of King's College, London, Associate ; Charles William Black ; Matilal Gupta, LL.B., University of London ; John Henry Elstob Hunton, LL.B., Trinity College, Cambridge ; George White, B.A., London University ; Sydney Constantine Tolley, B.A., Trinity Hall, Cambridge ; Stevenson Stewart Moore, B.A., Keble College, Oxford, First Class Middle Temple 100 guineas Equity Scholar, first and fourth prizeman in Roman Law and Jurisprudence ; Randolph Orme Gilmore ; William Bernard Megone ; Frank Grove Powell ; Reginald Arthur Philip Hogan ; John Wertheimer, University of London ; George Manchester Cohen, late Commoner, Winchester College, holder of Council of Legal Education Prizes in Roman Law (£25) and Common Law (£50) ; Henry Edwin Pears ; Henry Terrell, St. John's College, Cambridge, Second Class Middle Temple Common Law Scholar, and Common Law, Equity, and Real and Personal Property Prizeman ; Richard Rufus Gausden, B.A., LL.B., Trinity Hall, Cambridge ; Edmund Nicholas Alpe ; William Henry Field ; Stampa Walter Lambert ; Sherwin Scudamore ; Thomas Drever, B.A., University of London, Esqs.

By the Honourable Society of Lincoln's-inn :—William Bates Ferguson, M.A., Oxford ; Benedict Jones, B.A., Cambridge ; Arthur Lee Ellis, B.A., Oxford ; Basil George Nevinson, M.A., Oxford ; Abraham Crompton, University of London ; Francis Allston Channing, M.A., Oxford, late Fellow of University College ; John Auchmedden Baird Shaud ; George Peterson Francis Keogh, B.A., Oxford ; James Peiris, LL.B., Cambridge ; Andrew Oswald Acworth, B.A., Oxford ; James William Greig (Lincoln's-inn Scholarship in Real and Personal Property Law, 1882), B.A. and LL.B., London ; Richard Walter Kittle, B.A. and LL.B., Cambridge ; George Paul Macdonell, M.A., Aberdeen ; Hugh Sandeman Budd, LL.M., Cambridge ; and Robert Wright Taylor, B.A. and LL.B., Cambridge, Esqs.

By the Honourable Society of Gray's-inn :—Robert Weir Brown, Esq.

COUNCIL OF LEGAL EDUCATION.

Trinity Examination, 1882.

General Examination of Students of the Inns of Court held at Lincoln's-inn Hall, May 11, 12, 16, 17, 18, and 19, 1882.

The Council of Legal Education have awarded to David Calder Leck, of the Middle Temple, and James Edward Hamilton Benn, of the Inner Temple, studentships in jurisprudence and Roman law of one hundred guineas, to continue for a period of two years ; and to Lindesay John Robertson, of the Middle Temple, a studentship in jurisprudence and Roman law, of one hundred guineas, for one year.

The council have also awarded to Thomas Edward Scrutton, of the Middle Temple, the Barstow Law Scholarship ; and to Thomas Bateman Napier, of the Inner Temple, a certificate of honour of the second class.

The council have also awarded to the following students certificates that they have satisfactorily passed a public examination :—Cumbhumpati Akilandaiya, Cosmo Gordon Antrobus, William Baxter, William Francis Bence-Jones, Herbert Montagu Broughton, John McLeavy Brown, Edward Thomas Holden Devas, Patrick Robertson Don, Harold James Lee Evans, Benedict William Glosburg, William Ebenezer Gray, Benjamin Booth Haworth-Booth, Charles Pelham Huggins, Coldham Crump Knight, Egerton Charles Baring Lawford, Rochfort Maguire, Ernest Louis Meinertzhagen, Richard Mercer, John Ignatius Morris, Francis Herbert Padwick, Leicester Morgan Reed, Francis Joseph Ridgway, Anandrao Sheshadri, William Compton Smith, Josiah Ragland Thomas, Robert Woodfall, and Robert Augustus Arthur Wright, of the Inner Temple ; Ernest Montague Beard, Charles William Black, Mancherji Dadabhai Dadysett, George Ennis, William Henry Field, Robert Jones Griffiths, Matilal Gupta, Alfred Holt, John Montefiore, Hume Chancellor Pinsent, Robert John Price, Thomas Edward Scrutton, Francis Elmer Speed, James Andrew Strahan, Henry Terrell, John Wertheimer, George White, Thomas Mott Whitehouse, and William Andrew George Woods, of the Middle Temple ; Abraham Crompton, Theodore Hall Hall, Benedict Jones, James Peiris, and John Auchmedden Baird Shand, of Lincoln's-inn ; and Robert Weir Brown, and George Lawtie Fagan, of Gray's-inn, Esqs.

The following students passed a satisfactory examination in Roman law :—William Le Vane Robert Roxby Beverley, Thomas Smart Blyth, George Richard Gwavas Carlyon, Manobindra Krishna Deva, William Gerald Elliot, Edmund Waterton Farnall, Howard Fowler, Allen Donail Fraser, John Mainwaring Hall, Edward Robert Pasy Moon, Shalto Rawkins Pemberton, Shapurji Kavasji Sanjana, William Alfred Byam Shand, John Low Stuart, Samuel Taylor, John Walker Thompson, Arthur Hill Trevor, James Muschamp Vickers, Arthur James Walter, and Horace White, of the Inner Temple ; Thomas Boston Bruce, Frank Dumat, John William Gordon, William Graham, Syed Mohamed Habib-Ullah, Richard Handley, Richard Leeming, Walter Maxwell, Clement Henry Smiles Moore, George Thomas Morice, Israel Alexander Symmons, John Francis Taylor, and William Montgomery Fairlie Waterton, of the Middle Temple ; Amelius Francis Ward Beauclerk, Edward James Gibbons, Kighley John Hough, Charles Ashworth James, Joseph William King, Joseph Henry Warburton Lee, Francis William Steere, Donald Charles Stewart, and Herbert Ross Webbe, of Lincoln's-inn ; and James Robert Vernam Marchant and John Watson Moses, of Gray's-inn, Esqs.

LAW STUDENTS' DEBATING SOCIETY.

June 13.—"Should distress for rent be abolished ?" formed the subject for the evening's discussion. Mr. Saxelby opened the question in the negative, and was supported by Messrs. Bower, Graham, Strickland, Whitehead, and Gwynne-Griffith, while Mr. Richardson led the opposition, which had for its advocates Messrs. Napier, Bartlett, and Austin. The opener having replied to his opponents' arguments, the question was on a division negatived by a majority of four votes.

June 20.—The society discussed the question, "Is a person looking on and present at a prize-fight liable to be convicted of aiding and abetting the offence ?" founded on the recent decision of *Reg.* v. *Coney* (30 W. R. 678). Messrs. H. Mossop, Lemon, C. E. Barry, E. G. Spiers, and Mallam, spoke in favour of the affirmative, while Messrs. Simmons, May, Sargeant, and T. W. Williams supported the negative side. On a vote being taken the negative side had a majority of two votes.

UNITED LAW STUDENTS' SOCIETY.

At a meeting of this society, held at Clement's-inn Hall, on Wednesday, June 14, Mr. D. A'B. Collyer in the chair, Mr. Broun moved, "That an English protectorate ought to be established over Egypt," and was supported by Messrs. Sutcliffe, Kains-Jackson, and Le Breton. The motion was opposed by Messrs. Forster, Tillotson, Napier, Nelham, and Parsons. Mr. Williams also addressed the meeting. The debate was sustained until a late hour, and the opener having replied, the chairman summed up, and upon a division being called for, the motion was lost by a majority of two votes. Members present, twenty-four ; visitors, two.

BIRMINGHAM LAW STUDENTS' SOCIETY.

The last meeting of the present session was held on Tuesday, June 20, C. T. Saunders, Esq., in the chair. The subject for debate was, "By section 6 of the Conveyancing Act, 1882, Bill (H. L.), it is provided that 'the acknowledgment of deeds by married women under any Act of Parliament, and the examination of married women in court or otherwise, prescribed by the Settled Estates Act, 1877, are hereby abolished.' Is it advisable that this section should become law ?" The speakers on the affirmative were :—Messrs. Streetly, A. Smith, Cochrane, and Restall ; and on the negative, Messrs. Coley, Barrows, A. L. J. Brown, and Gover. The chairman having given a careful summing up, put the question to the meeting, when it was carried in favour of the negative.

LEGAL APPOINTMENTS.

The Right Hon. John David Fitzgerald, LL.D., Lord of Appeal in Ordinary, has been created a Life Peer with the title of Baron Fitzgerald, of Kilmarnock.

Mr. Jones Quain Pigot, barrister, has been appointed a Judge of the High Court of Judicature at Calcutta, on the resignation of Mr. Justice White. Mr. Justice Pigot is the son of the Right Hon. David Pigot, Lord Chief Baron of the Court of Exchequer in Ireland. He was educated at Trinity College, Dublin, and he was called to the bar at the Inner Temple in Michaelmas Term, 1864. He was formerly a member of the Home Circuit.

Mr. Alexander Pearse, solicitor (of the firm of Hobbs, Son, & Pearse), of Stratford-upon-Avon, has been appointed Assistant Registrar of the Lan-

caster Palatine Court of Chancery for the Liverpool District. Mr. Pearse was admitted a solicitor in 1873.

Mr. WILLIAM SHERWOOD, solicitor, of Reading, has been elected Clerk of the Peace for that borough, in succession to Mr. Joseph Osbert Whatley, resigned. Mr. Sherwood was admitted a solicitor in 1873.

Mr. FRANCIS ROBERTSON MOORE, solicitor, of Warwick and Leamington, has been elected Clerk to the Warwick School Board. Mr. Moore is coroner for Warwick and clerk to the borough magistrates. He was admitted a solicitor in 1864.

Mr. WILLIAM DORE, solicitor, proctor, and notary, of Wells, has been appointed a Magistrate for that city. Mr. Dore is also one of the borough aldermen. He was admitted a solicitor in 1858, and is deputy-registrar of the diocese of Bath and Wells.

Mr. JOHN ROLAND KETT, solicitor and notary, of Victoria, British Columbia, has been appointed Attorney-General of the Province of British Columbia.

Mr. JAMES E. WILSON, solicitor, of No. 21, Cornhill, E.C., has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

DISSOLUTIONS OF PARTNERSHIPS.

GEORGE ALFRED COOKE and HUGH PARKINSON (Cooke & Parkinson), solicitors, 53, Chancery-lane. May 31.

JAMES JOHN CUMMINS, CHARLES ERRINGTON PEGLER, and EDWARD JAMES BRUTTON (Cummins, Pegler, & Brutton), solicitors, Woodford, Essex. June 12.

WILLIAM ALBERT HOBBES and ALEXANDER PEARCE (Hobbes, Son, & Pearce), solicitors, Stratford-upon-Avon. June 12.

JOHN RICKETTS and JAMES ALLON TUCKER, solicitors, Colne, Wilts. June 9. [*Gazette*, June 16.]

JAMES RYLEY and JAMES RYLEY HASLAM (Ryley & Haslam), solicitors, 26, Mawdsley-street, Bolton, Lancashire. June 8. [*Gazette*, June 20.]

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALDERSON'S DAIRY FARM, LIMITED.—Petition for winding up, presented June 10, directed to be heard before Chitty, J., on June 24. Miller and Vernon, Moorgate st, solicitors for the petitioner

GROSVENOR STORES, LIMITED.—Creditors are required, on or before July 12, to send their names and addresses, and the particulars of their debts or claims, to John Howard, Esq., 8, Old Jewry. Friday, July 21, at 12, is appointed for hearing and adjudicating upon the debts and claims

PENRYWELL COLLIERIES COMPANY, LIMITED.—Petition for winding up, presented June 14, directed to be heard before Bacon, V.C., on June 24. Harman, King's Arms yard, agent for Nicholas, Bristol, solicitor for the petitioners

WHITEHAVEN IRON MINES, LIMITED.—Creditors are required, on or before July 12, to send their names and addresses, and the particulars of their debts or claims, to John Henry Tilly, 37, Queen Victoria st. Wednesday, July 19, at 12, is appointed for hearing and adjudicating upon the debts and claims

[*Gazette*, June 16.]

AMYLINE COMPANY, LIMITED.—By an order made by Chitty, J., on June 10, the company was ordered to be wound up. Foss and Legg, Abchurch lane, solicitors for the petitioner

ANGLO-VIRGINIAN FREEHOLD LAND COMPANY, LIMITED.—By an order made by Kay, J., dated June 9, it was ordered that the company be wound up. Parton, Rood lane, solicitor for the petitioner

EAST LONDON AND SUBURBAN DAIRY COMPANY, LIMITED.—Petition for winding up, presented June 16, directed to be heard before Fry, J., on June 30. Whyte and Co, Bedford row, solicitors for the petitioners

GLYNN NEATH COLLIERIES, LIMITED.—By an order made by Kay, J., dated June 9, it was ordered that the voluntary winding up of the said company be continued. Munton and Morris, Queen Victoria st, agents for Parker and Brailsford, Sheffield, solicitors for the petitioners

GREAT WESTERN (FOREST OF DEAN) COAL CONSUMERS' COMPANY, LIMITED.—Petition for winding up, presented June 19, directed to be heard before Fry, J., on June 30. Clarke and Co, Lincoln's inn fields, solicitors for the petitioners

JOHN BAGNALL AND SONS, LIMITED.—Petition for winding up, presented June 16, directed to be heard before Chitty, J., on July 1. Tucker and Lake, Serle st, Lincoln's inn, agents for Wragge and Co, Birmingham, solicitors for the petitioners

TYN-Y-FRON MINING COMPANY, LIMITED.—By an order made by Hall, V.C., dated May 12, it was ordered that the company be wound up. Jones, Falcon ct, Fleet st, agent for Jones and Co, Aberystwyth, solicitors for the petitioners. Kay, J., has fixed Monday, June 26, at 12, at the chambers of Hall, V.C., Royal Courts of Justice, for the appointment of an official liquidator

WYNAAD DISTRICT GOLD MINING COMPANY, LIMITED.—By an order dated June 10, it was ordered that the voluntary winding up of the company be continued. Lawrance and Co, Old Jewry chambers, solicitors for the petitioner

[*Gazette*, June 20.]

UNLIMITED IN CHANCERY.

CITY OF CHESTER BENEFIT BUILDING SOCIETY.—Chitty, J., has by an order, dated May 16, appointed John Ellis Edwards, Chester, to be official liquidator. Creditors are required, on or before July 14, to send their names and addresses, and the particulars of their debts or claims, to the above. Friday, July 28, at 11, is appointed for hearing and adjudicating upon the debts or claims

[*Gazette*, June 16.]

FIRST CHESHIRE PERMANENT BENEFIT BUILDING SOCIETY.—Petition for winding up, June 19, directed to be heard before Fry, J., on June 30. Barton and Co, Lincoln's inn fields, agents for Tyrer and Co, Liverpool, solicitors for the petitioners

[*Gazette*, June 20.]

FRIENDLY SOCIETIES DISSOLVED.

FRIENDLY SOCIETY, Dog and Crook Inn, Brailsfield, Hants. June 14

FRIENDLY SOCIETY, Monkleigh, Devon. June 12

GLOUCESTER CITY AND COUNTY LIFE ASSURANCE AND SICK BENEFIT SOCIETY, Worcester st, Gloucester. June 13

GOLDEN LION FRIENDLY SOCIETY, Golden Lion, Trelleck, Monmouth. June 13

LONDON UNITY OF HAMMERMEN, Crown, 38, George st, Blackfriars rd. The Chief Registrar has cancelled the Registry. The ground for such cancelling is that the society desires to be registered under the Trades Union Act. June 13

PRINCE ALFRED LODGE, GRAND PROTESTANT ASSOCIATION OF LOYAL ORANGEMEN, Dog and Partridge Inn, Glen Top, Stacksteads, Lancaster. June 12

SANCTUARY ROBIN HOOD AND LITTLE JOHN ANCIENT ORDER OF SHEPHERDS, Inverness Arms, Plumstead, Kent. June 12

UNITED BRETHREN SOCIETY, Royal Oak Inn, Madeley, Salop. June 12

WEST LONDON JUVENILE ODD FELLOWS' SOCIETY, Working Men's Club, Lillington st, Pimlico. June 12

[*Gazette*, June 16.]

BRITISH IMPERIAL SICK BENEFIT AND LIFE ASSURANCE FRIENDLY SOCIETY, Westminster Bridge rd, Lambeth. June 16

SPRING LODGE, No. 1, FEMALE GARDENERS, Waterloo Hotel, Bacup, Lancaster. June 16

[*Gazette*, June 20.]

FOREIGN MARRIAGE LAWS.

THE Council of the Social Science Association have recently had under their consideration the question of the operation of the foreign marriage laws, under which marriages, contracted in England between foreign and British subjects, are sometimes held by foreign courts to be invalid by reason of the non-compliance on the part of the foreigner with the conditions prescribed by the law of his country. The council, however, having regard to the state of public opinion here, and the difficulty of the subject, were not prepared to suggest any legislation, whether founded on international convention or otherwise. But with the view of suggesting a means whereby the danger of invalidity might be brought to the notice of all persons about to contract marriage in England with foreigners, the council asked if the archbishops would consider the desirableness of communicating with the vicars-general, registrars, surrogates, and other officials, with a view to secure that, in all cases where a licence is sought for the solemnization of marriage between parties either of whom is a foreign subject, due precautions be taken, by requiring the production of a certificate or otherwise, to ascertain that the foreign party is competent, according to the law of his or her own country, to contract the intended marriage. With a view also to bring the provisions of the French and Belgian law under the notice of the clergy in general, the archbishops were asked if they would consider the propriety of causing to be circulated amongst them copies of a "Memorandum" on the subject specially drawn up for the purpose by order of the executive committee of the association. Their Graces acknowledged, in courteous terms, the receipt of this letter, and, admitting the importance of the matter laid before them, and the necessity for bringing it under the notice of the bishops and clergy, willingly responded to the request of the council by assenting to circulate, in the way proposed, copies of the document, a thousand copies of which have now been placed in the hands of both archbishops.

The following is the text of the Memorandum :—

MEMORANDUM AS TO FRENCH AND BELGIAN MARRIAGE LAW.

This Memorandum is not intended to give a full account of the requirements of the French or the Belgian law on the subject of marriage, but it has been prepared for the information of clergymen and others, in order to put them on their guard against difficulties of which they might not otherwise have been aware.

(1) Any person intermarrying in England with a French subject, although all the solemnities have been observed which are required by the law of England, is liable to have his or her marriage declared invalid in a French court, unless the requirements of the French law as to the age of the French subject, the consent of parents or relatives, and the publication of notices, have been complied with. It is therefore recommended to every British subject proposing to intermarry with a French subject that the assistance of the nearest French diplomatic agent or consul should be obtained, with a view to ascertain that the requirements of the French law have been duly complied with, and to procure duly legalized evidence of such compliance.

(2) No Frenchman can intermarry under eighteen years of age, and no Frenchwoman under fifteen, without a dispensation.

(3) No Frenchman under twenty-five, nor Frenchwoman under twenty-one, can lawfully contract marriage without the consent of his or her parents, or parent if only one is alive. In case of difference between father and mother, the consent of the father is sufficient. If both parents are dead or incapable, the consent of the grand-parents is required, subject to the like provision in case of their disagreement. If there be no parents or grand-parents alive or capable, the consent of a family council is required.

(4) Where a French subject has attained his or her age of twenty-five or twenty-one years, the French law still requires a respectful communication of the intention to contract a marriage to be made to the relatives, whose consent would be required if the party were still under the age respectively of twenty-five or twenty-one years, and the French law does not authorize any such intended marriage to be solemnized, if objected to by those relatives, until after a certain delay.

(5) A notice of an intended marriage of a French subject is required by the French law to be twice published at the town hall of the place which is deemed by the French law to be the principal place of residence of such subject in his or her own country. The publications must take place at an interval of eight days between them, and the marriage cannot [without a dispensation] lawfully take place until the third day after the second publication.

(6) The provisions of the Belgian law are identical with those of the French law in the matters specified in paragraphs 1, 2, 3, 4, and 5.

The requirements as to age and the consent of relatives are enforced with great strictness in the French and Belgian courts. Those as to the publica-

tion of notices (though the absence of them may under circumstances be excused) cannot be disregarded without the risk of a marriage being disputed in a French or a Belgian court, and declared invalid by reason of clandestinity.

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

June 15.—*Bills Read a Second Time.*

PRIVATE BILLS.—Metropolitan Outer Circle Railway; Great Western Railway (No. 2); Beaconsfield, Uxbridge, and Harrow Railway; Sutton Bridge Dock; Radstock, Wrington, and Congresbury Junction Railway; Northwich Gas; South-Eastern Railway (New Lines and Widenings); Accrington Corporation Tramways; Ascot District Gas; Cranbrook and Paddock Wood Railway (Extension to Hawkhurst); Forcett Railway (Extension); Glasgow Corporation Gas (Railways, &c.); Glasgow Court-houses; Lancashire and Yorkshire Railway; Lecky and Smyth's Patent; Liverpool United Gaslight Company; London and North-Western Railway (Ordsall-lane); Metropolitan District Railway; Plymouth and District Tramways; Saint Helens (Corporation) Water; Tottenham and Edmonton Gas; London and South-Western and Metropolitan District Railway Companies (Kingston and London Railway); Great Eastern Railway Company; Mersey Docks and Harbour Board; Ramsgate and Margate Tramways; Solway Junction Railway; Forth-bridge Railway; Great Northern Railway; Tilbury and Gravesend Tunnel Junction Railway; Eastern and Midlands Railway; Midland Railway; South-Eastern Railway (Various Powers); Southampton Harbour; Westgate and Birchington Gas; Kingsbridge and Salcombe Railway; Swindon and Cheltenham Extension Railway; Melton and Hollesley Bay Railway; Regent's Canal, City, and Docks Railway; East London Railway; Northampton Tramways (Extensions); Wimbledon and West Metropolitan Junction Railway; Alford and Sutton Tramways; Cheadle Railway; Dundee Gas; Gateshead and District Tramways; Lydd Railway (Extension); Milford Docks; Plymouth and Dartmoor Railway; Hull, Barnsley, and West Riding Junction Railway and Dock (Huddersfield, &c.), and London Southern Tramways.

Bills Read a Third Time.

PRIVATE BILL.—Cyfarthfa Works.

Metropolis Management and Building Acts (Amendment); Boiler Explosions; Local Government Provisional Orders; Local Government Provisional Orders (Poor Law).

June 16.—*Bills Read a Second Time.*

Poor Rates; Artillery Ranges.

Bill Read a Third Time.

Municipal Corporations (Unreformed).

Royal Assent.

The Royal Assent was given by Commission to the following Bills:—Documentary Evidence Act; Military Manœuvres Act; Public Health Scotland Act (1867) Amendment Act; Militia Storehouses Act; Commonable Rights Compensation Act; Arklow Harbour Act; Metropolis Management and Building Acts Amendment Act; Irish Reproductive Loan Fund Amendment Act; Glasgow and South-Western Railway Act; Millwall Dock Act; West Ham Local Board Extension of Powers Act; South Metropolitan Gas Act; Portsoy Harbour Act; Bromsgrove Gas Act; Welshpool and Llanfair Railway Abandonment Act; William Harris Endowment and Dundee Education Act; Dundee Water Act; Callander and Oban Railway Act; South Essex Waterworks Act; Lower Thames Valley Main Sewerage Board Act; Dublin, Wicklow, and Wexford Railway Act; Moffat Railway Act; Golden Valley Railway Act; North-Eastern Railway (Additional Powers) Act; Ipswich Tramways Act; North British and Mercantile Insurance Companies Act; Caledonian Railway (Further Powers) Act; Blyth Harbour Act; Liverpool Improvement Act; Metropolitan Board of Works (Various Powers) Act; Walton-on-the-Hill Vicarage Act; and several Provisional Orders Confirmation Acts.

Bills Read a Second Time.

Public Health (Fruit Pickers' Lodgings); Local Government Provisional Orders (No. 3); Local Government Provisional Order (Artisans' and Labourers' Dwellings); Tramways Provisional Orders; Tramways Provisional Orders (No. 2); Pier and Harbour Provisional Orders (No. 2).

Bill in Committee.

Elementary Education Provisional Orders Confirmation (Finchley, &c.).

Bills Read a Third Time.

PRIVATE BILL.—Tredegar Water and Gas.

Pluralities Acts Amendment; Places of Worship Sites Amendment.

June 20.—*Bills Read a Second Time.*

Interments (*felo de se*).

Bill in Committee.

Public Health (Fruit Pickers' Lodgings).

Bills Read a Third Time.

PRIVATE BILLS.—Whitland, Cronware, and Pendine Railway; London and North-Western Railway (Ordsall-lane).

HOUSE OF COMMONS.

June 15.—*Bills Read a Second Time.*

Metropolitan Board of Works (Money).

Bill in Committee.

Vagrancy.

Bills Read a Third Time.

PRIVATE BILLS.—North London Suburban Tramway; Swindon, Marlborough, and Andover Railway.

New Bills.

Bill to provide for the trial of causes in the county of Surrey (Mr. WARTON).

Bill to amend the Acts for the prevention of cruelty to animals (Mr. ANDERSON).

Bill to amend the laws relating to the accumulation of real and personal estate (Mr. DAVEY).

Bill for the better protection of ancient monuments (Mr. SHAW-LEFEVRE).

June 17.—*Bills Read a Third Time.*

PRIVATE BILL.—London and North-Western Railway.

June 19.—*Bill in Committee.*

Copyright (Musical Compositions).

June 20.—*Bill in Committee.*

Vagrancy.

June 21.—*Bill Read a Second Time.*

Baths and Wash-houses Acts Amendment.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		Court of Appeal.	V. C. Bacon.	V. C. Hall.
Monday, June	26	Mr. Cobby	Mr. Merivale	Mr. Clowes
Tuesday	27	Koe	Latham	Pemberton
Wednesday	28	Cobby	Merivale	Clowes
Thursday	29	Koe	Latham	Pemberton
Friday	30	Cobby	Merivale	Clowes
Saturday, July	1	Koe	Latham	Pemberton
		Mr. Justice Fry.	Mr. Justice Kay.	Mr. Justice Chitty.
Monday, June	26	Mr. Teesdale	Mr. King	Mr. Carrington
Tuesday	27	Ward	Farrer	Jackson
Wednesday	28	Teesdale	King	Carrington
Thursday	29	Ward	Farrer	Jackson
Friday	30	Teesdale	King	Carrington
Saturday, July	1	Ward	Farrer	Jackson

CIRCUITS OF THE JUDGES.

Western (Lindley, L.J., and Lopes, J.)—Winchester, Saturday, July 8; Salisbury, Friday, July 14; Dorchester, Tuesday, July 18; Exeter and City, Friday, July 21; Bodmin, Thursday, July 27; Wells, Monday, July 31; Bristol, Friday, August 4. Oxford (Bowen, L.J., and Williams, J.)—Reading, Wednesday, June 28; Oxford, Saturday, July 1; Worcester and City, Wednesday, July 5; Stafford, Monday, July 10; Shrewsbury, Thursday, July 20; Hereford, Thursday, July 27; Monmouth, Monday, July 31; Gloucester and City, Thursday, August 3. Midland (Grove and Fry, JJ.)—Aylesbury, Saturday, July 1; Bedford, Wednesday, July 5; Northampton, Saturday, July 8; Leicester and Borough, Wednesday, July 12; Oakham, Tuesday, July 18; Lincoln and City, Wednesday, July 19; Nottingham and Town, Monday, July 24; Derby, Friday, July 28; Warwick, Wednesday, August 2. South-Eastern (Pollock, B., and Hawkins, J.)—Hertford, Thursday, July 6; Lewes, Monday, July 10; Maidstone, Monday, July 17; Chelmsford, Monday, July 24; Huntingdon, Thursday, July 27; Cambridge, Saturday, July 29; Bury, Wednesday, August 2; Norwich and City, Saturday, August 5. North Wales (Huddleston, B.)—Newtown, Monday, July 3; Dolgelly, Thursday, July 6; Carnarvon, Saturday, July 8; Beaumaris, Thursday, July 13; Ruthin, Monday, July 17; Mold, Thursday, July 20; Chester and City, Saturday, July 22; Swansea, Saturday, July 29. South Wales (Huddleston, B., and Manisty, J.)—Haverfordwest and Town, Thursday, July 6; Cardigan, Saturday, July 8; Carmarthen and Borough, Thursday, July 13; Brecon, Monday, July 17; Presteign, Thursday, July 20; Chester and City, Saturday, July 22; Swansea, Saturday, July 29. North-Eastern (Mathew and Cave, JJ.)—Newcastle and Town, Wednesday, July 5; Durham, Wednesday, July 12; York (North and East Riding) and City, Wednesday, July 19; Leeds (West Riding), Tuesday, July 25. Northern (North and Day, JJ.)—Appleby, Monday, July 3; Carlisle, Wednesday, July 5; Lancaster, Saturday, July 8; Manchester, Wednesday, July 12; Liverpool, Wednesday, July 26.

The Lord Chief Justice and one of the election judges will open the commission at Guildford, on Thursday, July 27, for the trial of prisoners and causes only in which the cause of action arose in the county of Surrey.

Lord Coleridge, C.J., and Denman, Field, and Stephen, JJ., will remain in town.

SALES OF ENSUING WEEK.

June 26.—Mr. Henry Vulliamy, at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement, June 10, p. 17).

June 27.—Messrs. Debenham, Tewson, Farmer, & Bridgewater, at the Mart, at 2 p.m., Freehold and Leasehold Properties, Advowson, &c. (see advertisement, June 10, pp. 8 and 9).

June 27.—Messrs. Lomax, Sons, & Mills, at Manchester, Freeho'd Estate (see advertisement, June 10, p. 16).

June 28.—Mr. James Pousty, at the Mart, at 1 p.m., Freehold Property (see advertisement, June 10, p. 16).

June 28.—Messrs. Daniel Smith, Son, & Oakley, at the Mart, at 1 for 2 p.m., Freehold Estate (see advertisement, June 10, p. 18).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

Beal.—June 15, at Turnham-green, W., the wife of Charles Edward Beal, solicitor, of a son.

Freeman.—June 19, at 60, Cornwall-road, W., the wife of G. Broke Freeman, barrister-at-law, of a son.

Kingsford.—June 19, at Bedford-park, Chiswick, the wife of Douglas Kingsford, barrister-at-law, of a son.

Middleton.—June 11, at Brookfield, Headingley, near Leeds, the wife of Percy Middleton, barrister-at-law, of a son.

DEATHS.

Carlyon.—June 16, at Truro, Clement Carpenter Carlyon, solicitor, aged 33.

Grundy.—June 20, at Westleigh, Lymm, Cheshire, Thomas Grundy, solicitor, of Manchester, aged 45.

LONDON GAZETTES.

Bankrupts.

Friday, June 16, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Cavaliero, Victor, Golborne rd, Notting hill. Pet June 13. Murray. June 30 at 11

Curtice, Edward Richard, Salisbury st, Strand, Publishers. Pet June 12. Murray. June 30 at 11

Etheridge, Lewis, Lower rd, Deptford, Stonemason. Motn June 15. Brougham. June 27 at 11

Sheppard, James, Shakespeare terr, Upper Holloway, Boot Dealer. Pet March 20. Murray. July 5 at 12

To Surrender in the Country.

Boyce, William, Cardiff, Butter Merchant. Pet June 13. Langley. Cardiff, June 28 at 11

Eyre, Mary, Salford, Lancaster, General Dealer. Pet June 14. Hulton. Salford, June 28 at 11

Farmer, Henry, Hitchin, Herts, Corn Merchant. Pet June 13. Cooke. Luton, July 11 at 11

Horne, Charles, Bradford, Innkeeper. Pet June 12. Lee. Bradford, June 30 at 12

Jones, Alfred, Madeley, Salop, Grocer. Pet June 12. Potts. Madeley, June 28 at 11.30

Taylor, Thomas, Derby, Elastic Web Manufacturer. Pet June 13. Weller. Derby, July 6 at 12

Tuesday, June 20, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Green, Daniel, Cold Harbour lane, Brixton, Linen Draper. Pet June 17. Hazlitt. July 4 at 11

Kniep, John, Green terr, Clerkenwell, Travelling Bag Manufacturer. Pet June 15. Hazlitt. July 5 at 12

McDonnell, Thomas, and James McDonnell, Sloane sq, Chelsea, Undertakers. Motn June 16. Hazlitt. July 5 at 12.30

To Surrender in the Country.

Allen, Charles Burton, Hamilton pl, New Wandsworth, Baker. Pet June 13. Willoughby. Wandsworth, July 7 at 11

Brittan, George, jun, Balham, Builder. June 13. Willoughby. Wandsworth, July 7 at 11

Fearnley, Alfred, Heywood, Lancaster, Grocer. Pet June 16. Holden. Bolton, July 5 at 11

Goozee, Robert Thomas, Richmond, Hosier. Pet June 13. Willoughby. Wandsworth, July 7 at 11

Kirby, Henry Roddock, Liverpool, Oil Importer. June 16. Cooper. Liverpool, July 3 at 12

Lambell, George, South Tawton, Devon, Farmer. Pet June 17. Gidley. East Stonehouse, July 1 at 12

Lockey, James Thomas, Winnington, Chester, Salt Manufacturer. Pet June 13. Speakman. Bantwich, July 4 at 11

Tyson, George, Langley, Bucks, Gent. Pet June 17. Darvill. Windsor, July 8 at 12

Vultchoff, Jordan Marco, Manchester, Merchant. Pet June 16. Kay. Manchester, July 10 at 12.30

BANKRUPTCIES ANNULLED.

Friday, June 16, 1882.

Pauley, G W , Beak st, Regent st, Coffee house Keeper. June 7

Tuesday, June 20, 1882.

Bennett, Joseph, Liverpool, out of business. June 16

Sadler, Reginald Hayes, Richmond, York, Lieutenant, 19th Regt. June 17

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

Friday, June 16, 1882.

Akehurst, Francis James, Radcliffe, Lancaster, Tailor. July 3 at 3 at office of Sims, Market pl, Manchester

Allen, Philip Samuel, and Samuel Richardson, Bristol, Drapers. June 23 at 12 at office of Evans, Exchange bldgs East, Bristol

Appleyard, Frederick John, Haslemere, Surrey, Grocer. June 27 at 3 at County and Borough Halls, Guildford. Geach, Guildford

Ashworth, George, Rochdale, Lancaster, Music Seller. June 29 at 11 at office of Worth, Lower gates, Rochdale

Baxter, William, Trowbridge, Wilts, Glass and China Dealer. July 6 at 12 at the Castle Hotel, Bath. Clark and Collins

Bell, Rees, Llandilo, Carmarthen, Tailor. July 1 at 11.30 at office of Williams, King st, Llandilo

Birtles, Henry, Burslem, Stafford, Hay and Straw Dealer. June 26 at 11 at office of Stevenson, Cheapside, Hanley

Blagden, Thomas, and Joseph Blagden, Fenchurch avenue, Lime st, Merchants. July 6 at 2 at office of Lawrence and Co, Old Jewry chmbrs

Blundell, Cornelius, Halliwell, nr Bolton, Joiner. June 29 at 3 at office of Briscoe, Chancery lane, Bolton. Loftos, Bolton

Boulton, Walter George, and James Berry Baker, Hoole, nr Chester, Brush Manufacturers. July 3 at 11 at office of Brassey, Eastgate row North, Chester

Bransome, Emil, Chiswell st, Finsbury, Chemist. June 28 at 3 at offices of Mitchell, Thanet pl, Strand. Harrison, Pancras lane

Brazenor, Robert, Brighton, Sussex, Taxidermist. June 29 at 3 at office of Nye, North st, Brighton

Bristow, William, Openshaw, Lancaster, Grocer. July 5 at 3 at 35, Cannon st, Manchester. Alderson, Manchester

Brooks, George Henry, St Mary Church, Devon, Grocer. June 29 at 12 at office of Carter, Cary bldgs, Abbey rd, Torquay

Brookes, Alfred George, Olney, Buckingham, Farmer. June 30 at 3 at Bull Hotel, Olney. Shoosmith, Northampton

Bruckshaw, George, Wolverhampton, Stafford, Grocer. July 4 at 3 at offices of Willcock, North st, Wolverhampton

Bushall, Henry Knapp, Reading, Berks, Hardwareman. June 30 at 3 at offices of Beale and Martin, London st, Reading

Butterfield, James, Mirfield, York, Bootmaker. June 30 at 3 at offices of Wilson, Exchange bldgs, Mirfield

Charrington, Harry William, Hove, Sussex, Beer Merchant. June 28 at 3 at offices of Nye, North st, Brighton

Chinn, Louis, Kynaston rd, Stoke Newington, Monumental Mason. June 26 at 4 at 62, Chancery lane. Marshall

Clark, Thomas, Birmingham, Gasfitter. June 26 at 3 at offices of Southall, Waterloo st, Birmingham

Clark, William Webb Rowland, Walton-on-Thames, Surrey, Licensed Brewer. July 10 at 3 at offices of Browne, and Co., Queen st, Cheapside. Watts and Burton, New inn, Strand

Coombes, John Henry, Essex rd, Islington, Grocer. June 27 at 11 at offices of Tilsley, Benet pl, Gracechurch st

Croot, Henry, Saint George, Gloucester, Boot Manufacturer. June 28 at 2 at offices of Sibly and Dickinson, Exchange West, Bristol

Cubitt, William Robert, Little Cadogan pl, Chelsea, Builder. June 29 at 3 at 145, Cheapside. Mason, Gresham st

Cunliffe, Samuel, Burnley, Lancaster, Joiner. July 3 at 3 at Rawlinson's Temperance Hotel, St James's row, Burnley. Sutcliffe, Burnley

Daly, Michael, Nottingham, Plasterer. June 29 at 3 at offices of Marriot, St Peter's gate, Nottingham

Daniels, Edward, Margate, Kent, Blacksmith. June 29 at 10 at offices of Hills, Grosvenor ter, Margate

Davis, Benjamin, Stourbridge, Worcester, Wheelwright. June 28 at 11 at offices of Wall, High st, Stourbridge

Davis, Isaac, Saint George, Gloucester, Butcher. June 26 at 12 at offices of Evans, Exchange bldgs East, Bristol

Dobson, Christopher, Leeds, Sawyer. June 29 at 2 at offices of Pullan, Albion st, Leeds

Duncan, Francis John, Birkenhead, Chester, Licensed Victualler. June 30 at 3 at office of Danger, Orange crt, Castle st, Liverpool

Eddington, William, and Sylvanus Eddington, Queen Victoria st, Engineers. June 30 at 1 at Inns of Court Hotel, Holborn. Leaver and Maskell, Lincoln's-inn-fields

Farbrother, John, Derby, Licensed Victualler. June 29 at 3 at office of Hextall, Full st Derby

Ferguson, Robert Alexander, Worthing, Sussex. July 5 at 4 at office of Ledger, West st, Brighton. Ruddle, High Holborn

Fisher, Thomas, Upland rd, East Dulwich, Gasfitter. June 29 at 4 at office of Kilby, Crystal Palace rd, East Dulwich

Gadd, John, Hill st, Peckham, Clerk. June 30 at 2 at office of Valentine, Queen Anne's gate, Westminster

Gardner, William, Portobello rd, Notting-hill, Butcher. June 28 at 3 at office of Lee, Gresham bldgs, Basinghall st

Goetzger, Frederick, Gt Bath st, Clerkenwell, Boot Maker. July 3 at 2 at office of Miller and Miller, Sherborne lane

Gray, John, Gowrie ter, Scotland Green, Tottenham, Builder. June 26 at 2 at office of Emerson, Fenchurch bldgs

Gray, John Charles, Birmingham, Ironmonger. June 28 at 1 at Midland Hotel, New st Birmingham. Burman and Shipley, Temple row, Birmingham

Griffiths, Annie, Kington, Hereford, out of business. June 28 at 2 at office of Cheese and Delfosse, Bridge st, Kington

Grimshaw, James, Manchester, Grocer. June 29 at 3 at office of Lawson, Mount st, Manchester

Guest, Thomas, Kidderminster, Worcester, Car Proprietor. June 30 at 3.30 at office of Miller and Corbet, Church st, Kidderminster

Hallett, Henry, Yeovil, Somerset, Butcher. June 26 at 11 at Red Lion Inn, Yeovil. Watts, Yeovil

Harrap, George, and George Henry Harrap, Manchester, Timber Merchants. July 4 at 3 at office of Ritson and Grundy, Princess st, Manchester

Hewitt, John, Manchester, Tailor. June 27 at 3 at 87, Mosley st, Manchester. Watts, Manchester

Hitchin, Arthur Samuel, Leicester, Aerated Water Maker. June 30 at 12 at office of Curtis, Halford rd, Leicester

Horan, John Joseph, Bath, General Dealer. June 28 at 3 at Orange grove, Bath. Titley

Horsfield, Richard, Keighley, York, Stonemason. June 29 at 2 at Fountain Inn, Kirby Stephen, Westmoreland. Cooke, Keighley

Jenner, Norman, Brighton, Sussex, Butcher. June 28 at 3 at New rd, Brighton. Buckwell

Kay, Richard William, Leicester, Lessee and Manager of a Theatre Royal. July 5 at 3 at office of Wright, Belvoir st, Leicester

Law, Frank Wedding, Lutterworth, Leicester, Licensed Victualler. June 30 at 3 at office of Wright, Belvoir st, Leicester

Lee, James, senior, Ditton, Lancaster, Contractor. June 29 at 2 at office of Beasley, Victoria rd, Widnes

Lisamer, Charles, North Aston, Birmingham, Baker. June 27 at 3 at office of Fallows, Cherry st, Birmingham

Lucas, Lawrence, and William Nelson, Oswaldtwistle, Lancaster, Cotton Manufacturers. June 29 at 3 at office of Haworth, Lord st West, Blackburn

Marsh, Henry, Highworth, Swindon, Wilts, Commercial Traveller. June 28 at 2 at Great Western Hotel, New Swindon. Evans, Bristol

May, Thomas, Perranzabuloe, Mason. June 29 at 1 at offices of Peter, Church town, St Agnes

McBride, William John, City rd, Juvenile Clothing Manufacturer. July 1 at 10 at Coldharbour lane, Loughborough Junction

Merritt, Charles Manchester, Boot and Shoe Maker. June 28 at 3 at Cannon st, Manchester. Alderson, Manchester

Mitchell, William Cornelius, Grange st, Hoxton, Brush Maker. June 22 at 2 at Masons' Hall Tavern, Masons' Avenue, Basinghall st. Hopkins, Walbrook

Mitton, Wilson William, Sheffield, Boot and Shoe Dealer. June 29 at 2 at Law Society's Rooms, Hoole's chbrs, Bank st, Sheffield. Rodgers and Co

Nicholson, Robert, Walthamstow, Essex, Builder. July 5 at 2 at offices of Blachford and Co, College Hill, London
Overend, William, Bootle, Undertaker. June 29 at 2 at office of Forshaw and Hawkins, Harrington st, Liverpool
Packwood, Walter Thomas, Stourbridge, Upholsterer. June 28 at 12.15 at office of Wall, High st, Stourbridge
Palmer, Alfred, Norwich, Licensed Victualler. June 27 at 12 at office of Kent, St Andrew's Hall Plain, Norwich
Park, Owen, and Walter Thomas Park, Brighton, Drapers. July 1 at 12 at 12, Serjeant's inn, Fleet st. Nye
Passenger, Henry Joseph, Lime st. July 4 at 3 at office of Chandler, Bishopsgate st Within
Pellatt, Francis John, Caledonian rd, Corn Merchant. June 26 at 3 at office of Duncan and Co, Bloomsbury sq
Pellew, William George, Truro, Saddler. June 29 at 12 at office of Cock, Pydar st, Truro
Pepper, Edwin Henry, Kingsmouth, Kent, Miller. July 4 at 2 at office of Hallett and Co, Bank st, Ashford
Pettit, Stephen, Windsor, Clothier. July 5 at 3.30 at office of Rumney, Walbrook
Plaister, Offspring Thomas, Oxford, Cabinet Maker. July 3 at 3 at office of Mallam, High st, Oxford
Provis, Charles, and James Holloway, Lyncham, Wilts, Pig Dealers. June 28 at 12 at Gt Western Hotel, Wellington st, New Swindon. Bakewell, Chippenham
Raby, William, Downham ter, Wood Green, Builder. June 30 at 3 at Guildhall Tavern, Gresham st. Holmes, King st, Cheapside
Rishforth, John, Kellington, York, Farmer. June 28 at 3.30 at Elephant Hotel, Pontefract. Clark, Snaith
Rogers, James, Sun st, Finsbury, Boot Manufacturer. June 29 at 3 at office of Hilbery, Billiter st
Rounsefell, John, East India avenue, Ship Owner. July 6 at 2 at office of Leslie and Co, Coleman st. Ingledew and Ince, St Benet chmbrs, Fenchurch st
Rudkin, Walter, Wetherby ter, Earl's Court rd, China Dealer. July 4 at 4 at office of Indermaur and Clark, Devonshire ter, High st, Marylebone
Russell, John, Brackenbury rd, Hammersmith, Carpenter. June 23 at 4 at 262, High Holborn. Staniland, King st, Cheapside
Rutherford, John, Handsworth, Stafford, Insurance Agent. June 30 at 12 at office of Johnson and Co, Waterloo rd, Birmingham
Sahab, Mordecai, Gt Prescot st, Goodman's fields, Merchant. June 26 at 11 at office of Archer, Gt Prescot st
Sebright, Arthur Edward Saunders, Air st, Piccadilly, in no trade. July 12 at 3 at 83, Gresham st. Kaye and Co, King st, Cheapside
Sawyer, Charles, Parson Drove, Cambridge, Farmer. June 29 at 11 at office of Welchman and Carrick, Crescent, Wisbech
Senior, William, Dewsbury, Woollen Manufacturer. June 30 at 3 at office of Chadwick, Church st, Dewsbury
Sieley, Rebecca, Wroxham, General Shop Keeper. June 27 at 11 at office of Kent, St Andrew's Hall Plain, Norwich
Skinner, Christopher, Aylesion pk, Leicester, Boot Manufacturer. June 26 at 3 at office of Burgess and Williams, Berridge st, Leicester
Smith, George, Keighley, Architect. June 30 at 2 at office of Wright and Waterworth, Devonshire bldgs, Keighley
Stephens, Thomas Stigings, and Henry Levy Billings, Manor pk rd, Finchley, Builders. June 27 at 11 at Masons' Hall Tavern, Masons' avenue, Basinghall st. Miller and Co, Chancery lane
Stocks, Henry Noah, Almondbury, York, Brewer. June 29 at 3 at office of Ainley, New st, Huddersfield
Tandy, Edward, Wolverhampton, Labourer. July 3 at 11 at office of Landman, Bilston st, Wolverhampton
Teece, Thomas, Liverpool, Butcher. June 30 at 12 at office of Carruthers, Lord st, Liverpool
Temple, Thomas, and George Ormiston, Scarborough, Builders. June 24 at 12 at office of Watts and Kitching, Queen st, Scarborough
Thomas, Erastus, Ferndale, Glamorgan, Grocer. June 29 at 11.30 at office of Morgan, Mill st, Pontypridd
Turtell, James, Cheney, Wilts, Beerhouse Keeper. July 3 at 11 at office of Boodle, Albion bldgs, New Swindon
Tyler, Louisa, and Spencer William Thomas Tyler, Garrick st, Covent gdn, Carpet Manufacturers. July 3 at 11 at office of Roberts, Coleman st
Umfreville, Edwin, Roseneath, Gunnersbury, Jeweller. July 5 at 2 at Grand Hotel, Colmore row, Birmingham. Iliffe and Co, Bedford row
Vacani, Andrew, High Holborn, Dealer in Furniture. July 3 at 2 at Inns of Court Hotel, Holborn. Furber, Gray's inn sq
Walter, Alfred, Gosport, Hants, Baker. June 29 at 11 at offices of Blake and Reed, Union st, Portsea
Ward, Henry, Oxford, Butcher. July 7 at 11 at offices of Berridge, Church st, St Ebbe, Oxford
Warth, Thomas Gothard, Wainfleet, Lincoln, Miller. June 27 at 3 at the Red Lion Hotel, Boston. Snaith, Boston
Waters, Benjamin, Eastbourne, Sussex, out of business. June 28 at 3 at the New Inn Hotel, South st, Eastbourne
Wheeler, Joseph, Shrivenham, Berks, Beerhouse Keeper. June 26 at 11 at offices of Boodle, Albion bldgs, New Swindon
Wood, Nathaniel, Burton-on-Trent, Stafford, Beer Retailer. June 23 at 3 at offices of Bright, High st, Burton-on-Trent
Woodbridge, William Henry, St Thomas the Apostle, Devon, Miller. June 28 at 2 at the New London Hotel, Exeter. Hirtzel, Exeter
Woodfall, George, Conduit st, Regent st, Tailor. June 30 at 2 at offices of Buchanan and Rogers, Basinghall st
Wynne, Harriett, Yeovil, Somerset, Grocer. June 29 at 11 at offices of Bollen, South st, Yeovil
Young, John Griffith, Darlington, Durham, Solicitor. June 29 at 12 at the County Hotel, Durham. Hutchinson and Lucas, Darlington

TUESDAY, June 20, 1882.

Andrews, Richard James, St Thomas the Apostle, Devon, Surgeon. June 30 at 2 at office of Fryer, Gandy st, Exeter
Aspinall, Crowther, Sheffield, Boot Dealer. July 3 at 12 at office of Chambers, Bank st, Sheffield
Began, John Arthur, Wigan, Confectioner. July 5 at 3 at office of Hopwood, King st, Wigan
Bell, David, Over Hulton, Lancaster, Grocer. July 1 at 10 at office of Chambers, Acresfield, Bolton
Bennett, William Edward, Kidderminster, Builder. July 4 at 3 at office of Waldron, High st, Brierley Hill
Benson, William, and Uriel Bailey, Longton, Stafford, Earthenware Manufacturers. July 3 at 11 at Copeland Arms Hotel, Stoke upon Trent. Salt and Alcock, Tunstall, Stafford
Berrington, Robert, Burslem, Auctioneer. June 29 at 11 at office of Alcock, Newcastle st, Burslem
Bilham, Harry Robinson, Leicester, Boot Manufacturer. July 4 at 3 at office of Fowler and Co, Grey friar chmbrs, Leicester
Bloch, Charles (and not Block, as erroneously printed in Gazette of 13th inst), Bethnal grn rd, Boot and Shoe Maker. July 1 at 10 at offices of Cotton, 62, St Martins le Grand
Boyd, Harry, Spennymoor, Innkeeper. July 10 at 11 at office of Stillman, North Bondgate, Bishop Auckland
Brousdon, Edward, Balham, Surrey, Ironmonger. June 30 at 2 at offices of Robinson, Philpot lane
Brown, Edward, Elm park garden mews, Fulham road, Coachman. July 6 at 3 at offices of Hatton and Westcott, Strand
Brown, William, Firthville, Lincoln, Farmer. June 29 at 11 at offices of Rice and Co, Main ridge, Boston
Bullin, Walter, Congleton, Chester, Horse Dealer. July 5 at 11 at Park st, Congleton. Cooper, Congleton
Burridge, George, Talbot ct, Gracechurch st, Ironmonger. July 6 at 2.30 at offices of Harper and Battcock, Rook lane
Butt, George Robert, Rotherhithe, Surrey, Manufacturing Chemist. July 6 at 3 at Anderton's Hotel, Fleet st. Tinson, New ct, Lincoln's inn
Cheney, John, Newcastle-under-Lyne, Stafford, Plumber. July 7 at 11 at offices of Griffith, Iron Market, Newcastle-under-Lyme
Collyer, John Ridgway, Great Horwood, Buckingham, Farmer. July 1 at 12 at the Bell Hotel, Winslow. Whitehorn, Banbury
Cooper, Elizabeth, Wrexham, Denbigh, Hotel Keeper. July 1 at 12 at offices of Hughes, Regent st, Wrexham
Coppen, Frederick, Essex pl, Hackney rd, Ironmonger. June 29 at 3 at offices of Fawcett, King st, Cheapside
Davies, William, and Moses Edwards, Ruabon, Denbigh, Drapers. July 3 at 11 at the Queen's Hotel, Chester. Richards, Llangollen
Earle, William Jacob, Strood, Grocer. July 4 at 3 at office of Bassett, Eastgate, Rochester
Edwards, George, Belton, Suffolk, Farmer. July 4 at 11 at Royal Hotel, Norwich. Fowell, Garboldisham
Fletcher, James, Sible Hedingham, Essex, Gardener. June 28 at 2 at White Hart Inn. Mumford, Sudbury
Foxwell, Thomas, Bristol, Licensed Victualler. June 30 at 2 at office of Sibley and Dickinson, Exchange West, Bristol
Fusedale, Knott, Portobello rd, Notting hill, Cheesemonger. July 5 at 11 at office of Green, Verulam bldgs, Grays' inn
Gwatkin, Jane Wardle, Newport, Monmouth, Smith. June 30 at 2 at office of Tribe and Co, High st, Newport. Gustard and Donellin
Haider, Charles Frank, Hatton gdn, Diamond Merchant. July 6 at 1 at office of Rosenthall, Holborn Viaduct
Harrison, Edward, Bristol, Dealer in Pianofortes. June 30 at 2 at Westminster Palace Hotel, Westminster. Benson and Carpenter
Heaps, John, Keighley York, Washing and Wringing Machine Maker. July 3 at 2 at office of Robinson and Robinson, Keighley
Heaps, Robert, Keighley, York, Washing and Wringing Machine Maker. July 3 at 2.30 at office of Robinson and Robinson, Keighley
Hill, William, North Dalton, York, Farmer. July 3 at 10 at office of Jennings & Co, Great Driffield
Holding, John, Eastfield rd, Hornsey, Builder. June 28 at 2 at 38, Southampton bldgs, Chancery lane, Norris
Hore, Samuel, Bath, Agricultural Engineer. June 30 at 12 at office of Wilton, Westgate, Bath
Hoyle, John, Leeds, Plumber. June 30 at 3 at office of Wells, Cookridge st, Leeds
Hulse, Henry Walter, Sparkbrook, Birmingham, out of business. July 3 at 11 at office of Poet, Newhall st, Birmingham
Ingham, George, Bradford, Grocer. July 5 at 11 at office of Whitley and Whitley, New st, Huddersfield
Jackson, George, Birmingham, Electro Plate Manufacturer. June 28 at 10.15 at office of East, Temple row, Birmingham
Jeavons, Thomas, Bilston, Stafford, Grocer. July 3 at 3 at office of Jaques, Temple row, Birmingham
Jenkins, James, Cardiff, Ironmonger. June 30 at 11 at office of Cousins, St Mary st, Cardiff
Jones, William Henry, Bilston, Stafford, Commission Agent. July 4 at 11 at offices of Stratton, Queen st, Wolverhampton
Kenyon, John, Dutton, Lancaster, Labourer. July 4 at 10.30 at Eastham, Church st, Clitheroe
Kershaw, John, Sheffield, Joiner. July 4 at 3 at office of Taylor, Norfolk row, Sheffield
Lacey, Gaius, Monks Risborough, Innkeeper. July 4 at 11 at office of James and Horwood, Temple sq, Aylesbury
Leedham, John, Wimbourne, nr Wolverhampton, Beerhouse Keeper. June 30 at 11.30 at office of Sheldon, High st, Wednesbury
Lewis, David, Vaynor, Brecon, Licensed Victualler. July 3 at 12 at office of Vaughan, High st, Merthyr Tydfil
Llewellyn, Philip, Ystradyfodwg, Glamorgan, Collier. June 30 at 10 at 64, St Mary st, Cardiff. Williams, Pontypridd
Lloyd, Frederick Freeman, Haverfordwest, General Merchant. June 29 at 11 at offices of Jones, Victoria pl, Haverfordwest
Lycett, Alfred, and Frederick Lycett, Sutton, Bakers. June 28 at 2 at Green Dragon, Croydon. Chappell and Gibbons, Lincoln's inn fields
Mark, William Bell, Brampton, Cumberland, Butcher. June 30 at 2 at office of Carrick and Co, Brampton
Marshall, Charles Brownlow, Tamworth, Colliery Proprietor. July 4 at 3.30 at office of Tyndall and Co, Colmore row, Birmingham
Marshall, Ebenezer, Sandy, Bedford, Farmer. July 13 at 1 at Masons' Hall Tavern, Masons' avenue, Basinghall st. Buchanan and Rogers
Matthews, Williams, Towcester, Blacksmith. July 6 at 3 at office of Sheppard, Towcester
Mattison, Edward Leonard, Oldham, Coal Merchant. July 3 at 3 at office of Watson, Church lane, Oldham
Mellor, Arthur Jonah, Ashton under Lyne, Lancaster, Tailor. July 5 at 3 at office of Bromley, Old st, Ashton under Lyne
Meredith, Charles Broderick, Boston, Grocer. June 30 at 12 at Peacock and Royal Hotel, Boston. Wise, Boston
Mills, William, Ipswich, Suffolk, Baker. July 1 at 11 at office of Gooding, Tower st, Ipswich
Mitchell, John, Bochester row, Westminster, Provision Merchant. June 27 at 3 at 203, Gt Portland st. Nicol
Morley, William Hudson, Butterwick, Lincoln, Groundkeeper. July 4 at 2 at Bell Inn, Burgh le Marsh. Rice and Co, Boston
Morris, Thomas, Kentish Town rd, Grocer. June 30 at 3 at office of Cridge and Bell, Bishopsgate st, Within
Morris, Thomas, Kentish Town rd, Grocer. June 30 at Devonshire House Hotel, Bishopsgate Without, in lieu of the place originally named
Norman, Francis Henry, Britonferry, Glamorgan, Tailor. June 29 at 11 at office of Davies, Alma pl, Neath
Palmer, Robert Anthony, Bristol, Glue Manufacturer. July 3 at 2 at office of Sinott and Spofforth, Broad st, Bristol
Parris, Frederic, Croydon, Surrey, Hatter. June 28 at 11 at Green Dragon Hotel, High st, Croydon. Dennis, Croydon
Parry, Owen, Carnarvon, Draper. July 3 at 3 at Queen's Hotel, Manchester. Allanson, Carnarvon
Payne, Mark, and Charles Cotton, jun, Woolston Southampton, Builders. June 30 at 3 at office of Pearce, High st, Southampton
Paynter, George Edward, Liverpool, Solicitor. July 10 at 3 at office of Jackson, Dale st, Liverpool. Carruthers, Liverpool
Pearce, James, Sherborne, Dorset, Painter, June 29 at 4 at office of Davies, Newland, Sherborne
Phillips, David, and Grace Jones, Aberdare, Grocers. July 3 at 12 at office of Beddoe, Canon st, Aberdare
Porter, William, Lowestoft, Suffolk, Fish Merchant. July 6 at 2.30 at office of Clowes, Royal Thoroughfare, Lowestoft. Clowes, Great Yarmouth
Ratcliff, Robert, Canterbury, Plumber. July 12 at 12 at office of Mercer, Watling st, Canterbury
Rees, Harry John, Merthyr Tydfil, Glamorgan, Licensed Victualler. July 3 at 1 at office of Simons and Plews, Church st, Merthyr Tydfil

Rees, Joseph, Bettws, Carmarthen, Builder. July 6 at 1 at Mackworth Hotel, Swansea. Bishop and Childs, Llandilo
Richards, William, Corinne rd, Junction rd, Upper Holloway, Builder. July 6 at 3 at office of Newmans and Co, Clement's inn
Richardson, Henry, Brighton, Sussex, Butcher. July 11 at 3 at North st, Brighton. Goodman
Riley, Thomas, Lowick, Ulverston, Lancaster, Farmer. July 4 at 10 at Shaw's Hotel, Broughton in Furness. Dickinson. Broughton in Furness
Robotham, Edward, Birmingham, Wine, Spirit, and Cigar Merchant. July 3 at 3 at the Grand Hotel, Colmore row. Parr and Hayes, Birmingham
Sanderson, Andrew, Clifton rd, Maida Vale, Paddington, Grocer. July 1 at 11 at offices of Godfrey, Chancery lane
Sharpe, Hugh, Newcastle-under-Lyme, Stafford, Greengrocer. June 30 at 11 at offices of Griffith, Lad lane, Newcastle-under-Lyme
Shaw, Benjamin, Bradford, York, Tobacco Pipe Maker. July 1 at 11 at offices of Cottam, Market st, Bradford
Short, William Willias, Stockbridge, Southampton, Wheelwright. June 29 at 3 at offices of Bell and Taylor, Portland st, Southampton
Simpson, Hamlet, Tunstall, Stafford, Hairdresser. July 3 at 3 at offices of Llewellyn and Ackrill, Piccadilly, Tunstal
Simpson, Joseph, Kippax, York, Grocer. July 4 at 2.30 at Commercial Hotel, Albion st, Leeds. Phillips, Castleford
Smith, John Thomas, Smith st, Mile End, Licensed Victualler. June 30 at 1 at offices of Sydney, Leadenhall st
Stacy, Thomas, Sloane st, Sloane sq, Artist. June 28 at 12 at offices of Sampson, Marylebone road
Stanford, John William, Turner's rd, Burdett rd, Mile End, Corn Dealer. July 3 at 2 at offices of King, North bldgs, Finsbury Circus
Thomas Charles, Neeld terrace, Harrow rd, Boot and Shoe Dealer. July 5 at 2 at offices of Baron, Mitre ct, Temple
Thomas John, Ross, Hereford, Tallow Chandler. July 4 at 12 at offices of Innell, High st, Ross. Williams, Ross
Vaughan, Simon, John Starr de Wolf, and Le Baron Vaughan, Liverpool, Shipowners. July 25 at 3 at the Law Association Rooms, Cook st, Liverpool. Bright and Warr, Liverpool
Walton, John, Jewin st, General Warehouseman. July 3 at 3 at 57½, Colman st. Kisby, Cheapside
Waters, Julia Rachel, Bristol, Lodging-house Keeper. July 3 at 12 at offices of Sinnott and Spofforth, Broad st, Bristol
Weatherill, Robert James, South Shields, Grocer. July 4 at 11 at offices of Blair, East King st, South Shields
Wilkinson, Thomas, Norton-in-the-Moors, Coal and Ironstone Master. July 5 at 3 at the Queen's Hotel, Hanley. Knight, Newcastle
Williams, Henry Thomas, Maze rd, Bermondsey, Builder. July 5 at 8 at offices of Andrew and Mason, Ironmonger lane. Devonshire, Frederick place. Old Jewry
Williams, John, Birmingham, Chemist. June 29 at 3 at offices of East, Temple st, Birmingham
Willows, Thomas, Ecclesfield, York, Builder. July 1 at 12 at offices of Bell, Figtree lane, Sheffield
Wilson, George, Birmingham, Brassfounder. June 30 at 3 at offices of Matthews and Smith, Waterloo st, Birmingham
Woodbridge, Thomas Crabb, Exeter, Miller. June 30 at 11 at office of Hirtzel, Bedford circus, Exeter
Wooddisse, Joseph, Hednesford, Stafford, Draper. July 6 at 1 at office of Twynam, Crabbery st, Stafford
Wright, John Bartlam, Hanley, Butcher. July 1 at 11 at 32, Cheapside, Hanley. Challinors, Hanley
Wycherley, Henry, and John Wycherley, Cheltenham, Carriage Builders. July 5 at 11 at Star Hotel, Regent st, Cheltenham. Clark, Cheltenham

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